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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE REGRET to learn that on Thursday evening last there was no improvement in the condition of the Lord Chief Justice. Since the above was in type, and as we go to press, the sad news reaches us of his death.

IT WILL be seen from the Vacation Order, which we print elsewhere, that Mr. Justice FARWELL will act as Vacation Judge until further notice, and will sit on each Wednesday, commencing on the 15th inst., in the Lord Chief Justice's Court for the purpose of hearing Vacation Court cases; and that Mr. Justice COZENS-HARDY'S chambers are to be the Vacation Chambers.

WE ARE not speaking without grounds when we say that everything points to the probability of the country being in the midst of a General Election on the 9th and 10th of October next, the date fixed for the Weymouth meeting of the Incorporated Law Society. If this proves to be the case, the attendance at the meeting is likely to be very small, and little interest will be taken in the discussions. Under these circumstances, it appears to be worthy of consideration whether the meeting should not be postponed for a week or so. This could be done without coming too near to the opening of the sittings.

ON THE 2nd inst. Mr. Justice BARNES announced that it is proposed to introduce a change into the practice in proving wills—namely, that, instead of bringing in a copy of the will engrossed on parchment, the copy of the will may be brought in written on paper of a uniform size and shape, information as to the details of which may be obtained shortly at the registry. It is proposed also that the probate piece shall be on paper. What shall we come to next? The amended rule 79, made in 1865, abolished the necessity for the engrossing hand formerly in use in the Prerogative Court; now the parchment is to go, and we suppose we shall next have type-written engrossments allowed. We confess we are at a loss to understand the necessity or advisability of the proposed change. As many probates have to go to numerous offices of companies to be registered and stamped, it is of great importance that they should be engrossed on a durable material, such as parchment. We have seen probates which looked as though they had been carried about in pockets for some time, and which, if they had been on paper, would certainly have been torn or worn through at the folds. Moreover, the probate piece, which is now securely attached by a parchment band, will be likely to become disannexed and be lost. We hope that, on consideration, the proposed alteration may be abandoned.

THE BILLS to which the Royal Assent was given on Wednesday included the Companies Bill, the Agricultural Holdings Bill, and the Money-lending Bill. In the case of the Companies Bill the amendments made in the House of Lords were not very important, and in particular the variations in clause 10 (specific requirements as to particulars in prospectus) were not as numerous as the report of the debate at first suggested. The requirement that the prospectus shall state the number of founders or management shares, if any, and the nature and extent of the interest of the holders in the property and profits of the company, has been retained, but the House relieved the prospectus of the names and

addresses of the holders or intended holders of such shares, and also of the particulars of the control given to such holders in relation to the company's business. The clause was therefore only slightly lightened, and the practicability of its requirements will now have to be tested by experience. Lord DAVEY made an attempt to re-introduce the clause giving in a winding-up preference over debenture-holders to trade debts incurred within three months before the winding-up, but in deference to the representation of the Lord Chancellor that this would prevent the passing of the Bill, he desisted. In the House of Commons only a feeble opposition was raised to any of the House of Lords' amendments, and the Bill, now the Companies Act, 1900, represents the chief legislative result of the Session. It comes into operation on the 1st of January next.

WHAT is the legal effect, asks a correspondent, of the abolition of second-class travelling upon the charges for passengers' luggage? More than one railway company has abolished second-class travelling without legal complaint on the part of the Board of Trade, the county councils, or the public, notwithstanding that the special Act of each company provides three sets of fares, one for first, another for second, and another for third class. An alteration of traffic like this (which may possibly be for the benefit of the general public), could only be resisted by some powerful public body. But the enforcement of the luggage clauses, by charging for overweight, may possibly give rise to some legal friction between the companies and individual passengers. The ordinary luggage clause runs that "every passenger may take with him his ordinary luggage, not exceeding 120 pounds in weight for first-class passengers, 100 pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof. There is, perhaps, some legal ground for the would-be second-class passenger saying that, now that the statutory option to travel either first, second, or third class, is cut down to an option to travel either first or third, the charge made for taking him and his luggage is not a "reasonable" one within the meaning of the 86th section of the Railway Clauses Consolidation Act, 1845, by which the companies are empowered "to make such *reasonable* charges" in respect of passengers and goods as they may from time to time determine upon, not exceeding the tolls by the special Act authorised to be taken by them.

AN INTERESTING series of decisions is accumulating upon the position of a beneficiary under a will to whom a dwelling-house is devised so long as he desires to reside in it. If a man grant an estate, says Lord COKE (Co. Lit. 42*a*), to a woman during widowhood, or so long as the grantee dwells in the house, the grantee has an estate for life determinable. At the present day, accordingly, he falls within paragraph vi. of section 58 (1) of the Settled Land Act, 1882, which confers the powers of a tenant for life on "a tenant for his own or any other life, or for years determinable on life, whose estate is liable to cease in any event during that life." Hence it was held in *Re Paget's Settled Estates* (30 Ch. D. 161) that, where a testator devised an estate to his son so long as he should reside thereon for not less than three months in each year, the son was tenant for life and had the statutory power of sale. In cases of this kind the testator frequently gives the property over in the event of the devisee ceasing to reside, but this he does in ignorance of section 51 of the Settled Land Act, 1882, which makes void any condition or limitation which in any way hinders the tenant for life in exercising his statutory powers. In the case just mentioned there was a gift over in the event of the son ceasing to reside on the estate, but the gift over was held to be void as regards the right of the son to sell the property and to enjoy for his life the income of the proceeds of sale. In *Re Edwards' Settlement* (1897, 2 Ch. 412) a devise to trustees to permit the testator's widow to occupy the premises, should she be desirous of so doing, was held not to confer on her the powers of a tenant for life so long as she did not personally occupy. In this case she had never been in occupation and she had joined in granting a lease of the premises. But both in *Re Eastman's Settled Estates* (68 L. J. Ch. 122) and in *Re Carne's Settled Estates* (47 W. R. 352; 1899, 1 Ch. 324), where the devisee was in residence, it was held that she had the powers of a tenant for life; and in the former case it was further held that section 51 had the effect of preventing a reduction directed by the will of an annuity of £1,000 to one of £600 so soon as the annuitant ceased to reside on the devised property. In the case of *Re Trenchard* (*Times*, 27th ult.), recently decided by BYRNE, J, a still greater effect was given to section 51. The testator devised his house to his widow so long as she desired to make it her permanent residence and should remain his widow, and his estate was to pay the rates and taxes and outgoings and to keep the house in repair. The rates, taxes, and outgoings amounted to £120 a year, so that if the widow sold as tenant for life she would lose the benefit of this annual payment. BYRNE, J., held, accordingly, that since this benefit was by virtue of the will dependent on continued residence, it was prejudicial to the exercise of the tenant for life's statutory powers, and that the payment of £120 a year must continue notwithstanding the sale of the house. Considering that the payment was in its nature incident to residence in the house, and that the will seems to have contained no provision expressly dealing with this payment in the event of the widow ceasing to reside, the decision seems to carry section 51 a very long way. It is not clear where in the will was the condition attempting to fetter the tenant for life in the exercise of her powers.

BOTH IN London and in provincial towns magistrates have increasing difficulty in dealing with juvenile offenders. This difficulty arises from several causes. Certainly the precocity of boys is steadily growing; then the magistrates are constantly being interfered with in the exercise of their discretion by well-meaning but ill-informed persons; and, lastly, Parliament, under the influence of a few maudlin sentimentalists, year after year neglects to give justices the powers they require in order to deal properly with the young pests who make themselves a danger and a nuisance in every large town. An absurd case of the sort of interference referred to has just been exposed. Statements were published in the newspapers, and representations made to the Home Office, that a boy of eight years had been sent to prison at Colchester for stealing gooseberries. On investigation, however, it turned out that he was nearly thirteen years of age, and was a most incorrigible little person, defying parents, police, magistrates, and everyone in authority over him. Of course, everyone agrees now that young boys should not be sent to prison if that course can be avoided, but it b comes necessary sometimes to do so under exceptional circumstances. Where a boy is over fourteen, magistrates have no power to order him to be whipped, and so he very often escapes punishment altogether owing to the great reluctance of magistrates to send boys to prison. An example of this is reported this week from the South-Western police-court. Four boys had persistently made a practice of watching till a house was left empty for a short time, and then forcing an entrance, breaking open the penny-in-the-slot gas-meters and stealing the money found inside. This seems a peculiarly deliberate and precocious crime for boys of from eleven to fifteen years of age, but as two of them were over fourteen, the magistrate could not whip them all; and as he very justly thought it unfair to whip only the two youngest, who were probably under the influence of the elders, they have practically escaped punishment altogether. Probably boys are most troublesome and dangerous from fourteen to seventeen years of age. At this age, however, there ought still to be a chance of turning them aside from evil paths. But to do this magistrates must have greater powers, and (it is submitted) the only reasonable addition which can be made to their powers is to allow them to flog boys of that mischievous age. Putting aside the question of reformatories, what is a magistrate now to do to a boy of fourteen who defies authority? If he sends him to prison, he probably gets into bad hands and is seldom benefited; if he fines him, too often some poor mother has to pay the money, and the boy does not care. The only thing left is the good old remedy, which is applied to

the sons of peers at our great schools—the rod. Lord JAMES, of Hereford, is one of those who fully appreciates the difficulty, and sees the remedy. The Youthful Offenders Bill, promoted by him, was noticed in these columns some months ago, and passed the House of Lords early in the Session. Unfortunately, however, it has been dropped, apparently because of the opposition of two or three members. The present state of things, therefore, must continue for at least another year, but it is to be hoped that the matter will not be allowed to be forgotten, but will receive proper attention in the new Parliament.

THE LIABILITY of the property of a married woman to satisfy debts contracted during coverture now depends on the Married Women's Property Act, 1893, but, as appears from the recent decision of the Court of Appeal (A. L. SMITH and VAUGHAN WILLIAMS, L.JJ.) in *Barnett* v. *Howard* (*Times*, 6th inst.), the law is still neither satisfactory nor clear. The Act of 1882, although it rendered liable separate property acquired subsequently to the contract, as well as separate property which the married woman was entitled to at the time of the contract (such separate property in either case not being subject to a restraint on anticipation), nevertheless left it necessary that, to incur liability at all, the married woman must have some separate property at the date of the contract. Moreover, she was by the Act rendered liable only in respect of existing and after-acquired *separate* property, and she was not liable, therefore, in respect of property which she acquired after the termination of the coverture, nor was she liable after such termination in respect of separate property the restraint on which was removed by the death of her husband (*Beckett* v. *Tasker*, 36 W. R. 158, 19 Q. B. D. 72; *Pelton* v. *Harrison*, 39 W. R. 689; 1891, 2 Q. B. 422). The Act of 1893 was intended to amend this state of things, and to make a married woman's property liable generally to payment of her liabilities, subject only to the preservation of the restraint on anticipation. Thus sub-sections (3) and (4) of section 1 of the Act of 1882 were repealed, and in their place section 1 of the Act of 1893 enacted, (*a*) that a married woman's contract should be deemed to be entered into by her with respect to and to bind her separate property, whether or no she was possessed of any at the time of the contract; (*b*) should bind all present and future separate property; (*c*) should be enforceable against all property to which she might after the contract while discovert be entitled. Then there followed a proviso that "nothing in this section contained shall render available to satisfy any liability or obligation arising out of such contract any separate property which at that time or thereafter she is restrained from anticipating." Now, the operation of this proviso in respect of separate property which during the coverture is subject to a restraint on anticipation is, of course, clear. Such restraint is still effectual, and it saves the property from the married woman's creditors. But does the proviso also operate to make the restraint effectual even after it has, properly speaking, come to an end by the termination of the coverture? All the property which the married woman then has is free property. It is property to which she is, while discovert, entitled, and *prima facie* paragraph (*c*) of section 1 of the Act of 1893, makes it liable for debts contracted during marriage. The proviso, when it speaks of "separate property" which the married woman at the date of the contract is restrained from anticipating, was possibly only intended to refer to the "separate property" mentioned in paragraph (*b*). On this view the restraint on anticipation would be respected during the coverture, and not after. Or perhaps it was meant to refer also to the "property," although not separate, mentioned in paragraph (*c*), so as to prevent property protected by the restraint during coverture from being subject to execution when this restraint was removed on the termination of the coverture. The Court of Appeal have taken the latter view, and have held that where a married woman incurs a liability during coverture, and the creditor sues and obtains judgment when she is discovert, he is not entitled to enforce the judgment against the income, accruing after the coverture, of property which during the coverture was subject to restraint. This result seems to complicate the law, and to give a needless extension to the restraint on anticipation.

SECTION 82 of the Bills of Exchange Act, 1882, contains an important provision in favour of bankers who collect for their customers cheques to which the customers have no title. Under section 81, where a person takes a crossed cheque which is marked "not negotiable," he obtains no better title to it than that which the person from whom he took it had; but the effect of section 82 is to enable a bank to take with safety from a customer, and to collect for him, any crossed cheque whether or no it is marked "not negotiable." In the case of *Great Western Railway Co.* v. *London and County Banking Co.* (*Limited*) (*ante*, p. 571) recently before the Court of Appeal, questions arose as to whether a person having dealings with the defendant bank was a "customer" of the bank within this section, and if so, whether the bank had collected a crossed cheque for him, or, having purchased it from him, had then collected it for themselves. One HUGGINS had been for many years a rate collector under the various local bodies, and had been in the habit of taking cheques received in payment of rates to the Wantage branch of the defendant bank to be cashed. He had no account at the bank, but the cheques were cashed immediately, the amount being either paid to him direct or placed to the credit of local bodies having accounts at the bank, and they were collected by the bank subsequently. The practice had lasted for nearly twenty years, a considerable number of cheques being thus dealt with in the course of each year, but apparently no charge was made by the bank for the accommodation. In this manner HUGGINS cashed with the defendant bank a cheque for £142 10s., drawn by the plaintiffs on the London Joint Stock Bank, which he had obtained by a fraudulent statement that rates were due from the plaintiffs. The defendant bank obtained payment of the cheque from the London Joint Stock Bank, and the plaintiffs, on discovering the circumstances, sought to make them refund. Upon the facts it has been held both by BIGHAM, J., and the Court of Appeal that HUGGINS was a customer of the bank within the meaning of section 82. To constitute a man a customer it is not necessary that he should have an account at the bank, and on the other hand it is not sufficient that he should have recourse to the bank on an isolated occasion, as for the purpose of getting a cheque cashed. In the present case, however, there had been such a regular and established course of dealing as to bring HUGGINS within the category in question, and to entitle the bank, so far as this point went, to the protection of the section. But it is further necessary that the bank should receive payment for the customer, and this condition would not be satisfied if the actual course of business implied a purchase of the cheque by the bank. In favour of this view there was the fact that the bank had paid the cash for the cheque forthwith, and VAUGHAN WILLIAMS, L.J., was inclined to hold that there had been a purchase. The rest of the Court (A. L. SMITH and ROMER, L.JJ.), however, found in the circumstances only a collection of the cheque for HUGGINS, and the defendant bank, accordingly, retained the judgment given in their favour by BIGHAM, J.

A CASE of very considerable difficulty under the Metropolis Management Acts has just come before STIRLING, J., in *Gibbon* v. *Vestry of the Parish of Paddington* (reported elsewhere). The precise point was only partially covered by authority. It was whether a vestry was entitled, under the powers of Michael Angelo Taylor's Act (57 Geo. 3, c. 29), to take for the purposes of street improvement a portion of certain houses belonging to a private owner without taking the whole. His lordship, who said that in the circumstances of the case his sympathies were with the vestry and the ratepayers, was of course bound to decide it as a question of legal right upon the construction of the Acts applicable to the case. He further declared that in the present state of the decisions, local public authorities were in a very difficult position. The difficulty appears to arise (1) from the inadequacy of Michael Angelo Taylor's Act, as compared (*e.g.*) with the provisions of a later Act like the Lands Clauses Consolidation Act, 1845; and (2) from the fact that the cases decided have generally dealt, not with houses, but with land. Only in *Gordon* v. *Vestry of St. Mary Abbott's, Kensington* (1894, 2 Q. B. 742) has the question been specifically treated, and there a Divisional Court decided that a local

authority had jurisdiction to take part only of a house under certain circumstances. In effect, a limitation was placed on the word "part" in the construction of section 80 of Michael Angelo Taylor's Act; the portion taken must be one fairly called a part, and not one the taking of which "substantially interferes" with the use of the house or prevents it being occupied or enjoyed as before. STIRLING, J., felt himself bound by this decision, and, applying it to the facts of the present case, he held that the vestry could not anticipate the time at which the owner might be minded to deal with aged property considerably out of repair, and must be restrained from proceeding further under the notice to treat which they had given. We cannot doubt that in strictness the law as it stands has been properly construed and applied, nor can we perceive a loophole of escape from the conclusion arrived at. But in the interests of the public welfare we respectfully share in the regret almost expressed by the learned judge over the judgment which he was compelled to deliver.

COPYRIGHT IN REPORTS OF SPEECHES.

THE House of Lords have, by a majority of four to one, reversed the unanimous judgment of the Court of Appeal in *Walter* v. *Lane* (48 W. R. 218; 1889, 2 Ch. 749), and have restored the judgment delivered just a year ago by NORTH, J. It is remarkable that there should be so much difference of judicial opinion on a question which, as it appeared to us when we originally commented on the matter, and as it appears to us still, is, in view of the decisions on the Copyright Act, sufficiently simple. The plaintiffs, the proprietors of the *Times*, had employed a reporter to report and prepare for publication certain speeches delivered by Lord ROSEBERY, and these speeches were published in the *Times*. The defendant, being minded to publish a collection of Lord ROSEBERY'S speeches under the title "Appreciations and Addresses: Lord ROSEBERY," had recourse to the files of the *Times*, and took five of the "addresses" from that paper. Clearly, if the proprietors of the *Times* had any copyright in the reports of Lord ROSEBERY'S speeches, this was an infringement of it, and the case resolved itself, therefore, into the short question—Can a reporter, or those claiming through him, obtain copyright in the reports which he prepares and which are published from his manuscript?

Of course, if the Copyright Act of 1842 was to be construed by the preamble, there can be no doubt that the reporter of other men's speeches would not be entitled to protection. "Whereas," so the preamble runs, "it is expedient to amend the law relating to copyright, and to afford greater encouragement to the production of literary works of lasting benefit to the world." But—to quote from Mr. BIRRELL'S interesting lectures on copyright (Mr. BIRRELL, it may be observed, has argued unsuccessfully on the present occasion)—"preambles are apt to be lofty. When it comes to definition the Act is businesslike enough, for it defines a 'book' to mean and include every volume, part, or division of a volume, pamphlet, sheet, or letterpress, sheet of music, map, chart or plan, separately published; and 'copyright' to mean the sole and exclusive liberty of printing or otherwise multiplying copies of anything to which the word 'book' is applied." The enacting part of the Act evidently, therefore, abandons the ideal set forth in the preamble, and is designed to extend copyright far beyond the narrow limits of works which are of lasting benefit to the world as literature.

And this practical and businesslike application of the Act has been repeatedly recognized by the courts. It was held, indeed, by MALINS, V.C., in *Cox* v. *Land and Water Journal Co.* (L. R. 9, Eq. 324), that newspapers were not within the Copyright Act; but this, as was pointed out by JESSEL, M.R., in *Walter* v. *Howe* (17 Ch. D. 708), was opposed to the plain wording of the statute, and he declined to follow the Vice-Chancellor's decision. And that printed matter may be entitled to copyright, although it has no touch of literature about it in the ordinary sense, is sufficiently shewn by *Kelly* v. *Morris* (L. R. 1 Eq. 697) and the cases which have followed it. There the plaintiff claimed, and claimed successfully, that he had copyright in the "Post Office London Directory." Few printed works have as little literature about them as a directory, which is a mere compilation of names, addresses, and occupations; but such a publication falls within the language of the statute, and its preparation involves substantial labour which is well worthy of protection. WOOD, V.C., accordingly held that the information which it supplied was not at the disposal of a rival directory-maker. "In the case," he said, "of a dictionary, map, guide-book, or directory, when there are certain common objects of information which must, if described correctly, be described in the same words, a subsequent compiler is bound to set about doing for himself that which the first compiler has done. . . The defendant could not take a single line of the plaintiff's directory for the purpose of saving himself labour and trouble in getting his information." The same principle was applied in *Maple* v. *Junior Army and Navy Stores* (31 W. R. 76, 21 C. D. 369) to an upholsterer's illustrated catalogue, and JESSEL, M.R. pointed out that there was nothing in the preamble to cut down the enacting part of the Act. "It does not say," he observed, "that it is expedient to afford greater encouragement to the production of literary works of lasting benefit to the world and to amend the law of copyright relating thereto, but that it is expedient to amend the law of copyright generally, merely adding the principal reason for doing so"; and he remarked: "If we can construe the Act so as to promote fair and honest dealing, such a construction is to be preferred."

But although a newspaper is now admittedly entitled to copyright, and though copyright also admittedly extends to matter the production of which requires no literary power, yet the question still remains whether in the case of reports of speeches the work of the reporter is such as to put him in the position of an author for the purpose of the Copyright Act. It was upon this point that the Court of Appeal reversed the decision of NORTH, J. That learned judge, after referring to the evidence as to the nature of the reporter's work, observed: "Then it was said that the reporter cannot have any copyright because he is not an author of any original printed matter, and it is said a publisher of a work which has been previously published is not himself the author of that which had been previously published. That seems to me to be rather a contradiction in terms. No doubt the reporter is not the author of the speech, but the reporter is the author of the public report of the speech, and that is the only thing with respect to which copyright can exist. It is said a mere reporter of a speech cannot be its author. That again I have just dealt with. He is not the author of the speech, but he is the author of the writing published containing the speech." This seems to be a perfectly clear and valid distinction, but the Court of Appeal met it by denying altogether that the reporter of a speech was entitled to be called the "author" of the report within the meaning of the Copyright Act. That Act confers the benefit of copyright on authors and persons claiming under authors, but it does not give any definition of the term "author." "The meaning of the word 'author,'" said LINDLEY, M.R., in delivering the judgment of the Court of Appeal, "as used in the Act must be gathered from its own language, and the decisions upon it. The word occurs constantly throughout the Act, but nowhere is it used in the sense of a mere reporter or publisher of another man's verbal utterances." And again, referring to the distinction taken by NORTH, J., between the speech and the report of it, the late Master of the Rolls said: "The report and the speech reported are, no doubt, different things, but the printer or publisher of the report is not the 'author' of the speech reported, which is the only thing which gives any value or interest to the report. The printer or reporter of a speech is not the 'author' of the reported speech in any intelligible sense of the word 'author.'" And subsequently: "The analogy of directories, road-books, maps, &c., is, in our opinion, wholly misleading. There, each man who himself makes a directory, &c., and publishes it, is the author of what he publishes. The reporter of a speech is not. The distinction is all-important, but it is only by wholly ignoring it that the decisions on directories, &c., can be invoked by the plaintiffs."

In the view of NORTH, J., therefore, the reporter may well be the author of the report of the speech, though he is quite innocent of authorship in respect of the speech itself. In the view of the Court of Appeal the term "authorship" as applied to the report

of the speech is unintelligible. The compiler of the directory is the author of the directory as printed, but the reporter cannot, it is argued, be called the author of the printed report of a speech. It is admitted, however, that he expends his skill and labour in preparing the report, and it is difficult to see why the protection which is given to other compilers of printed matter should be denied to him alone. The speech itself is on delivery given to the public, and if there were no reporters present it would rapidly be lost. It is solely to the reporter that it owes its permanent form, and if the report has any value that value is the result of the reporter's labour. The judgment of the Court of Appeal found a solitary supporter in the House of Lords in Lord ROBERTSON; but the rest of the House had little or no hesitation in taking what seems to us to be the common-sense view of the case. The Lord Chancellor repudiated the idea suggested by the judgment of LINDLEY, M.R., that the word "original" must be read into the Copyright Act, so as to confine its protection only to printed matter which is originally the composition of the person who produces it. "I do not," he said, "find the word 'original' in the statute, or any word which imports it as a condition precedent or makes originality of thought or idea necessary to the right." But if this is so, and if the "author" of printed matter need not, for copyright purposes, be the original composer, surely the reporter has done everything else to entitle himself to the protection of the statute. That copyright should exist in the reporter is no hardship on the speaker, whose speech would probably be lost but for the reporter's aid. That copyright should exist in one reporter does not conflict with the possibility of copyright in others. Each may have copyright in his own report, and in case of infringement it is merely a matter of evidence which particular report has been pirated. This point was clearly put by the Lord Chancellor. But it would be a great hardship to the reporter if copyright were denied to him and if the printed matter—which, as printed matter, is due solely to his efforts, should be free for every one to purloin. "It was, of course, open," said Lord DAVEY, "to any other reporter to compose his own report of Lord Rosebery's speech, and to any other newspaper or book to publish that report, but it is a sound principle that a man shall not avail himself of another's skill, labour, and expense by copying the written product thereof." This principle is enforced by the present decision of the House of Lords, and the decision seems as consonant to reason as it is consistent with justice.

THE INCIDENCE OF SEWERING AND PAVING EXPENSES AS BETWEEN LOCAL AUTHORITIES AND PRIVATE OWNERS IN LONDON AND THE COUNTRY.

II.

WITHIN the metropolitan area the question of the liability for expenses of sewering and of paving is, as we have seen (*ante* p. 654), governed by the Metropolis Management Acts. Without that area the question is governed by a different group of statutes—the Public Health Acts—which need separate consideration.

The main provisions bearing upon the point under consideration are contained in the Public Health Act, 1875 (38 & 39 Vict. c. 55), which applies to all urban authorities outside the metropolitan area, and to such rural authorities as may be invested with the powers of urban authorities by the Local Government Board under section 276 of the Act. The bodies now exercising these powers are, of course, by virtue of the Local Government Act, 1888, the urban and rural district councils.

It should be premised that in the case of the Public Health Acts, even more than when dealing with the Metropolis Management Acts, it is peculiarly advisable to consider quite separately the provisions of the Act affecting sewers and streets respectively, because, as will clearly appear, the difference between the principles governing sewers and streets, so far as regards the question under consideration, is even more marked than under the Metropolis Management Acts.

Taking, then, first the provisions of the Public Health Act, 1875, affecting sewers, we find that by section 13 of that Act "all existing and future sewers . . . shall vest in and be under the control of the local authority," and further that by section 15 a general duty to "repair" all such sewers as may be so vested in them and to "cause to be made" such *new* sewers as may be necessary for effectually draining their districts, is imposed upon the local authority. If this general duty to repair *all* sewers and to construct new ones where necessary were unqualified, it would clearly throw the burden of the expense both of construction and repair in all cases upon the general rates. But the expense of construction and repair only falls upon the local authority where the new sewer is to be laid, or the old sewer is to be repaired, in a "highway repairable by the inhabitants at large." For the case of new sewers in other roads is provided for by section 150 of the same Act, in the following terms, "where any street . . . (not being a highway repairable by the inhabitants at large) . . . is not sewered to the satisfaction of the urban authority, such authority may . . . require the owners . . . to sewer . . . such street," and, if they fail to do so, may do the work itself and recover the expenses so incurred from the owners by summary process. This most important section, which, as we shall see, applies equally to the paving of streets, has given rise to a great deal of litigation. It would take too long to review the decisions in detail, but the result of the provisions of the Act as interpreted by those numerous decisions may be briefly summarized as follows: (1) the *duty* imposed upon the local authority to construct such sewers as may be necessary, and to keep *all* sewers in repair is a general one (section 15), and applies not only to sewers constructed by the local authority, but to sewers constructed by private individuals in private roads; (2) if the street or road in which the work is being executed is a "highway repairable by the inhabitants at large," then the expense of construction of new, or repair of old, sewers must be wholly defrayed by the local authority out of the general rates; (3) but if the street is not a "highway repairable by the inhabitants at large," different considerations will apply, since the local authority can exercise its powers under section 150 of the Act, and then the expense will fall thus: (a) Constructing a *new* sewer where none existed previously. The *initial* expense may be put upon the owners (section 150), the *future* expense of reconstruction or repair will fall upon the local authority, in whom the sewer vests under section 13. (b) Reconstruction and repair of *old sewers*. Where an old sewer already exists it is vested in the local authority. *Primâ facie* the local authority are liable to defray the expense necessary to repair it out of the general rate under section 15. But by section 150 of the Act, as interpreted by numerous decisions, the incidence of the expense of reconstruction or repair depends upon whether such sewer was or was not, either originally, or at any time subsequently, constructed "*to the satisfaction of the urban authority.*" If it was, then such expenses will fall on the local authority, and be defrayed out of the general rate. If it was not, the *initial* expense of reconstruction or repair can be charged to the owners, but the *future* expense will fall upon the local authority.

It is these questions of the liability to repair or reconstruct old sewers which most frequently arise and which present the most difficulty. Hence the great importance of understanding clearly what is a sewer which fulfils the condition of having been constructed "to the satisfaction of the local authority." This brings us to a consideration of the important principle laid down in *Bonella's case* (35 W. R. 578). That case laid down that if, after the lapse of a reasonable time from the time when a new sewer has been constructed by a private individual, the local authority have not signified their *dissatisfaction* with the sewer, it will be concluded for the purposes of section 150 that they were *in fact* satisfied. This decision is a very far-reaching decision. For any individual can construct a sewer upon his own land, there being no such restriction under the Public Health Acts as is contained in section 69 of the Metropolis Management Acts, prohibiting the construction of sewers except on plans approved by the Local Government Board. The sewer at once vests in the local authority, who may actually not be aware of its existence, or, at any rate, of the nature of its construction. It seems hard that the mere lapse of time should preclude their exercising their powers under section 150, when the circum-

stances may have greatly changed and the sewer become wholly insufficient. The tendency has been to restrict rather than to extend the principle of *Bonella's case*, and in each case to treat it as a question of *fact* whether the street has been sewered to the satisfaction of the local authorities (*Walthamstow Local Board* v. *Staines* (1891), 2 Ch. 606). Whether the principle of *Bonella's case* will apply where the sewer is an old one, must depend upon the particular facts. What is a "reasonable time" within which the local authority should express their dissatisfaction with the work is often difficult to determine. It will depend apparently on the character of the district, the nature of the ground, the time and work necessary for properly sewering the roads: *Walthamstow Local Board* v. *Staines* (*supra*) and *Handsworth District Council* v. *Derrington* (46 W. R. 168). But if the local authority have once signified their "satisfaction," they cannot subsequently require the work to be done over again because the sewer has become inadequate for the purposes of the district, nor can they require a defective or incomplete sewer to be repaired and made good if they have once expressed their "satisfaction." They must stand or fall by the condition of the sewer at the time they take it over: *Hornsey District Board* v. *Davis* (1893, 1 Q. B. D. 756).

Turning now to the provisions of the Public Health Acts relating to streets, it must be carefully noted at the outset that there is no *general* vesting section such as that relating to sewers. By section 149 of the Act, all streets "being, or which may at any time become, highways repairable by the inhabitants at large," vest in the local authority, and it is their duty to repair them out of the general rates. But by section 150 of the Act, in the case of *all* other streets, the local authority may throw the burden of making up new, or repairing old roads upon private owners. It might naturally be supposed, and was in several cases at one time held, that if the local authority had once exercised their powers under section 150 in respect of streets, and had them made up or repaired "to their satisfaction," then, as in the case of sewers, their powers were exhausted, and afterwards they would have to bear the burden of future expenses themselves. But the fact was overlooked that while *all sewers* vest at once in the local authority *all streets* do not, but only those streets "repairable by the inhabitants at large," to which section 150 does not apply. It follows that until a street has become "repairable by the inhabitants at large," and so vested in the local authority under section 149, whereby it will become repairable by the local authority, under the general duty to repair all such streets imposed by that section, the local authority may, as often as they please, call upon the owners to repair it under section 150 (*Barry* v. *Cadoxton Local Board* (1895) 2 Q. B. D. 110). This may bear very hardly upon private owners, for local authorities are not always free from caprice.

But it is obviously the only workable interpretation of the statute. For, if the local authority had only the power to require the street to be made up *once* under section 150, it would result that no one would be liable for future repairs, and the local authority would be obliged either to leave it in a state of disrepair, or in all cases at once to declare it a "highway repairable by the inhabitants at large" under section 152 and so enable itself to repair it out of the general rate.

The mere fact then that a street has been made up to the "satisfaction" of the local authority under section 150 does not make it "repairable by the inhabitants at large." But it may become so in two ways. The local authority have the power under section 152 of the Act to declare a road repaired "to their satisfaction" under section 150 a "highway repairable by the inhabitants at large." Secondly, in those districts in which the Private Streets Works Acts, 1892, has been adopted, the owners can under section 20 of that Act compel the local authority to take over the road. A new road may also become a highway repairable by the inhabitants at large when it has been constructed by and at the expense of the owner under an agreement with the local authority under section 146 of the Act.

It is obvious that in this state of the law it behoves purchasers of properties on new building estates to inquire closely into the question of the liability to repair the roads. Though the law is now clear on this point, considerable confusion still seems to exist in the minds of many, and it is often erroneously assumed that, because a road has once been made up to the satisfaction of the local authority under section 150 no further liability exists.

(*To be continued.*)

REVIEWS.

BOOKS RECEIVED.

A Handbook of Thames River-Law. Being a Collection of the Acts, Orders, and Regulations of General Public Interest, of the various Public Bodies bearing Government upon it, for Persons visiting the Port of London, and all using the River for Profit or Pleasure. By G. PITT-LEWIS, Q.C. Effingham Wilson; Sweet & Maxwell (Limited), 1900.

The Law Magazine and Review, August, 1900. J. G. Hammond & Co. (Limited).

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

LONG VACATION, 1900.

Notice.

During the Vacation until further notice, all applications "which may require to be immediately or promptly heard," are to be made to the Judges who for the time being shall act as Vacation Judges.

COURT BUSINESS.—Mr. Justice Farwell, one of the Vacation Judges, will, until further notice, sit in the Lord Chief Justice's Court, Royal Courts of Justice, at 11 a.m. on Wednesday in every week, commencing on Wednesday, 15th of August, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the Vacation Judges (see notice below as to judge's papers), are to be left with the cause clerk in attendance, Chancery Registrars' Office, Room 136, Royal Courts of Justice, before one o'clock on the Monday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at Room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the judge, personally, or by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice.

CHANCERY CHAMBER BUSINESS.—The chambers of Mr. Justice Cozens-Hardy will be open for vacation business on Tuesday, Wednesday, Thursday, and Friday in every week, from 10 to 2 o'clock. Mr. Justice Farwell will, until further notice, hear urgent summonses, which may be adjourned to him in his private room, No. 632, Royal Courts of Justice, on Wednesday in every week, commencing on Wednesday, 15th of August, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Farwell will, until further notice, sit for the disposal of Queen's Bench business in judges' chambers on Tuesday and Thursday in every week, commencing on Thursday, 16th of August.

PROBATE AND DIVORCE.—Summonses will be heard by the registrar at the Principal Probate Registry, Somerset House, every Wednesday during the vacation at 11.30. Motions will be heard by the registrar on Wednesdays, the 15th and 29th August, the 12th and 26th September, and the 10th October, at 12.30. In matters that cannot be dealt with by a registrar application may be made to the Vacation Judge by motion or summons.

Decrees *nisi* will be made absolute by the Vacation Judge on Wednesdays, the 22nd August, the 12th September, and the 3rd October.

A summons (whether before judge or registrar) must be entered at the registry, and case and papers for motion (whether before judge or registrar), and papers for making decrees absolute must be filed at the registry before 2 o'clock on the preceding Friday.

JUDGE'S PAPERS FOR USE IN COURT.—*Chancery Division.*—The following papers for the Vacation Judge, are required to be left with the cause clerk in attendance at the Chancery Registrars' Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Monday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
2. Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
3. Two copies of notice of motion.
4. Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office).

The Chancery Registrars' Office will be open daily. On Monday, the 20th of August, and on the same day in every succeeding week during the Vacation, the registrar in attendance will see solicitors requiring *alterations necessary in Orders to be acted on by the Paymaster.*

CASES OF THE WEEK.

Court of Appeal.

THE ECCLESIASTICAL COMMISSIONERS *v.* PINNEY. No. 2. 6th August.

VENDOR AND PURCHASER—PURCHASE BY A TRUSTEE OF SETTLED ESTATE—SPECIFIC PERFORMANCE—CHARGE ON TRUST ESTATE—VENDORS' LIEN.

This was an appeal against the decision of Byrne, J. By a contract made in 1873 between the then incumbent of the vicarage of Coleshill, G. Digby Wingfield Digby (the patron of the living), the Ecclesiastical Commissioners, and R. B. Wingfield Baker, described as the surviving trustee of the will and codicils of Edward, Earl Digby; the incumbent, in pursuance of the powers conferred by the Ecclesiastical Leasing Acts, 1842 and 1858, with the consent of G. Digby Wingfield Digby as patron, and with the approval of the Ecclesiastical Commissioners, agreed to sell, and R. B. Wingfield Baker, with the consent of G. Digby Wingfield Digby as tenant for life of the estates settled by the will of Earl Digby, agreed to purchase, the glebe lands of the vicarage for £24,963. No part of the purchase money was ever paid, nor had the conveyance been executed, but the successive tenants for life, while in possession, had paid to the vicar of Coleshill interest upon the purchase money. The value of the lands comprised in the contract had considerably decreased. The Ecclesiastical Commissioners in 1896 brought the present action, claiming specific performance of the agreement of 1873, or in the alternative that they were entitled to their vendors' lien on the land and for its enforcement by sale. The defendants were the incumbent Pinney; J. K. D. Wingfield Digby, tenant for life of the settled real estate; the legal personal representatives of R. B. Wingfield Baker, the purchasing trustee; and the trustees of a subsequent settlement. It was admitted that the plaintiffs were entitled to their vendors' lien. After the judgment of Byrne, J., the tenant in tail was added as a defendant. Byrne, J., held that the plaintiffs were entitled to enforce their vendors' lien for unpaid purchase money upon the land sold, but that they were not entitled to any other remedy against the defendants. As, however, the land is now worth much less than the purchase money fixed by the contract, the lien would not extend to the full amount of the plaintiffs' claim. The plaintiffs appealed.

THE COURT (Lord ALVERSTONE, M.R., RIGBY and COLLINS, L.JJ.) affirmed the decision.

Lord ALVERSTONE, M.R., said that the court had been asked to assume for the purposes of the case that the contract for the purchase of the land was made by the trustee in pursuance of the power to invest in land contained in the will of Earl Digby, and that the trustee intended to enter into the contract in exercise of that power and to apply part of Earl Digby's personal estate in payment of the purchase money. In fact, a large part of the personal estate had been already advanced on the security of some policies of assurance on the life of the tenant for life. His lordship was by no means satisfied that the contract was entered into by the trustee in the exercise of the power and in the discharge of his duty under that power. The foundation of the plaintiffs' claim was that the trustee could have been compelled to pay the money out of the personal estate, and that the plaintiffs were entitled to enforce the rights of unpaid vendors against the defendants who were entitled to the settled estates. In his lordship's opinion, this contract was not one in which the vendors were entitled to say that, because the land had become part of the settled estates, they had a right, not only to enforce a lien on the land for unpaid purchase money, but also to have the purchase money made good out of the whole settled property. His lordship came to the conclusion that the decision of Byrne, J., was right.

RIGBY, L.J., said that the real question was who was to bear the loss resulting from the very serious depreciation in the value of this land? The first question was whether there was a valid purchase of this land for the settled estates. In his lordship's opinion there was not, and, if so, the right of the trustee to be indemnified never arose. It did not appear that when the contract was entered into the trustee had a farthing of the personal estate under his control for the purpose of being invested. The personal estate had been advanced by way of loan and was to be repaid out of the proceeds of some policies of insurance which would not fall in until the death of the tenant for life. There was no means of getting the money until that time. Till then the money would not be available for the purchase of land or any other purpose. If, in entering into the contract, the trustee committed a breach of trust, he did not act from any improper motive. He was, no doubt, endeavouring to do his best for the persons interested. But he could not possibly tell what the value of the land would be at the time when he would have the money to pay for it, and such a speculative purchase was not authorized by the trust. Consequently the trustee had no right to an indemnity against the settled estates, and the plaintiffs could have no right of subrogation, and they had no right against the defendants. His lordship based his judgment on this—that there never was a contract for purchase which was valid as against the settled estates.

COLLINS, L.J., concurred.—COUNSEL, *Levett*, Q.C., and *Pochin; Neville*, Q.C., and *Norton*, Q.C; *T. H. Carson* and *Brinton*. SOLICITORS, *Miller, Jennings-White, & Foster; Dawson, Bennett, & Ryde; Hulberts, Hussey, & Metcalfe.*

[Reported by PAUL STRICKLAND, Barrister-at-Law.]

***Re* CHEADLE. BISHOP *v.* HOLT.** No. 2. 26th July.

WILL—CONSTRUCTION—BEQUEST—AMBIGUITY—ADMISSIBILITY OF EVIDENCE—SELECTION BY LEGATEE.

This was an appeal from a decision of Kekewich, J. A testatrix by her will gave "my 140 shares in the Crown Brewery Company" to trustees, upon trust to pay the income thereof to the plaintiff for her life for her separate use, with remainder in trust for her children; and, if she should die without issue, in trust to divide the same equally between the six defendants as tenants in common. Two of the defendants were the trustees and executors of the testatrix, and they were also the residuary legatees under the will. The testatrix at the date of her will and also at the date of her death was possessed of 280 £5 shares in the company. Of these 40 were fully paid-up shares, and the remainder had £2 10s. per share paid up on them. An affidavit by the solicitor who prepared the will was tendered to shew that the testatrix intended to bequeath 140 of her partly paid-up shares on the above trusts. Kekewich, J., refused to admit this affidavit, and held that the plaintiff was entitled to select the 140 shares. She selected the 40 fully-paid shares and 100 partly-paid shares. The residuary legatees appealed.

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) allowed the appeal.

Lord ALVERSTONE, M.R.—In my opinion this is not a case in which the right of selection arises. It was contended that the decision in *Tapley* v. *Eagleton* (28 W. R. 239, 12 Ch. D. 683) governed this case. But it was pointed out in *Asten* v. *Asten* (1894, 3 Ch. 260, 43 W. R. Dig. 198) that it is essential that the will should not shew that the testator was bequeathing any particular property to the legatee who desires to select, because selection by the testator is incompatible with the view that he intended the legatee to select. In *Asten* v. *Asten* the gift failed entirely because it was impossible to say which particular property the testator intended the legatee to take. Here direct evidence of the intention of the testator has been tendered, but I do not think this is one of the exceptional cases in which such evidence is admissible. Under the circumstances, I think the legatees are entitled to 140 of the partly-paid shares. The only subject-matter out of which 140 shares can be given is the 240 partly-paid shares, and it would not be right to fulfil the bequest partly out of one class of shares and partly out of another.

RIGBY and COLLINS, L.JJ., concurred.—COUNSEL, *St. John Clerke; Eustace Smith; Ingpen*, Q.C. SOLICITORS, *Roscliffes, Rawle, & Co.*, for *H. S. Threlfall*, Southport; *Thomsons, Brooks, & Danby*, for *W. & J. Cooper*, Preston; *Whitfield & Harrison.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

***Re* HARRISON AND INGRAM** No. 2. 20th and 31st July.

BANKRUPTCY—PAYMENT OF LIFE ASSURANCE POLICIES WITHIN TEN YEARS OF BANKRUPTCY—VOLUNTARY SETTLEMENTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 47.

This was an appeal from a decision of Wright, J., given on the 7th of May, 1900 (82 L. T. Rep. 623). The late Cartmell Harrison had insured his life, prior to April, 1877, by four several policies of assurance for the total sum of £9,000. In April, 1877, he assigned the four policies by a post-nuptial settlement to certain trustees upon trust to invest the policy moneys, when received, and to pay the income to his wife for life, and after her death to hold the investments in trust for such of his children as he should appoint. The settlement contained no covenant on the part of the settlor to pay the premiums of the four policies as they from time to time became due. On the marriage of a daughter in 1895, Harrison appointed three-fifths of the aforesaid policy moneys to this daughter. A receiving order was subsequently made against Harrison on the 17th of November, 1899, and ten

days later the bankrupt died. All the premiums (except two) up to the date of his death had been paid by Harrison. The total amount received from the insurance company in respect of the four policies amounted to about £11,000. The total amount of premiums paid amounted to about £5,000. Wright, J., decided that the trustee in bankruptcy was entitled under section 47 of the Bankruptcy Act, 1883, to such proportionate amount of the policy moneys as a sum composed of two-fifths of the premiums paid between 1889 and 1895 and of the whole of the premiums paid subsequently to 1895 bore to the total amount of premiums paid. From this decision the trustees of the settlement now appealed, and the following cases were cited in the course of the argument: *Holt* v. *Everall* (24 W. R. 471, 2 Ch. D. 266, Beav. 637), *Falke* v. *Scottish Imperial Insurance Society* (35 W. R. 143, 34 Ch. D. 234), *Re Leslie, Leslie* v. *French* (31 W. R. 561, 23 Ch. D. 552), *Re Farnham* (44 W. R. Dig. 98; 1895, 2 Ch. 799), *Re Plummer* (48 W. R. 634), *Re Anchor Assurance Society* (18 W. R. 1183, 5 Ch. App. 632), *Re Tankard* (47 W. R. 624; 1899, 2 Q. B. 57), *French* v. *French* (6 D. G. M. & G. 95).

July 31.—The Court (Lord Alverstone, M.R., Rigby and Collins, L.JJ.) allowed the appeal.

Lord Alverstone, M.R., delivered the judgment of the court.—This case is not free from difficulty. A case might easily arise in which moneys paid to effect a policy within ten years of the date of the bankruptcy, which policy has been taken out and settled within that period, might be held to be a settlement within section 47. On the other hand, we think it is clear from the decided cases that if money paid by the bankrupt was, in fact, money advanced to enable the premium to be paid, it would not of necessity constitute a settlement, because the payments had been made within the ten years. The question in this case is, within which category these payments fall. We are of opinion, on the facts, that no part of the payments can be regarded as being settlements within section 47. The view taken by the learned judge seems to have been that each payment of premium secured a certain part of the money assured by the policy. We cannot take this view. The whole of the premiums were paid for the continuance of the policy; and no proportionate part of the moneys payable under the policies is represented by the payment of any particular premium. Nor do we think the actual amounts paid for premiums can be regarded as settlements within the meaning of section 47. The amounts so paid were not intended to be earmarked or kept separate, nor, as we have said, can they now be said to be represented by any specific amount. We think the amounts must be treated as paid by the bankrupt to keep up the policy as between himself and the insurance company, or as moneys paid to enable the trustees to keep the policy alive.—Counsel, *Herbert Reed*, Q.C., and *Leigh Clare; Levett* and *Muir Mackenzie*, and *Whinney*. Solicitors, *W. H. T. T. Powell; Black & Moss*.

[Reported by J. E. Morris, Barrister-at-Law.]

High Court—Chancery Division.

GIBBON *v.* **THE VESTRY OF THE PARISH OF PADDINGTON.** Stirling, J. 25th and 26th July; 2nd August.

Metropolis Management Acts — Street — Widening Street — Compulsory Purchase—Vestry Unable to Take Part of Houses—Michael Angelo Taylor's Act (57 Geo. 3, c. 29), ss. 80, 82).

The question raised in this case was whether the vestry was entitled under the powers of Michael Angelo Taylor's Act to take, for the purposes of street improvement, a portion of certain houses belonging to the plaintiff without taking the whole. The plaintiff claimed an injunction to restrain them from proceeding under a notice to treat and a notice to summon a jury, the former of which, given under the provisions of the Act, recited an adjudication by the vestry that the hereditaments and premises in question prevented the widening, and the purchase of them would be necessary. The hereditaments referred to were the front walls of four houses, together with a strip of four feet in width. The houses, which were let for small shops, had a depth of about fourteen feet with back-yards, and were of considerable age and unlet. It appeared that three might be repaired for letting at slight expense, but the fourth would require a considerable outlay. After the notice there had been fruitless negotiations, in the course of which the plaintiff proposed terms on which he would part with a portion of the property.

Stirling, J., said that practically the vestry desired to take between a third and a quarter of the houses. The case raised a question of great difficulty, only partially covered by authority. M. A. Taylor's Act differed from the Lands Clauses Consolidation Act, 1845, inasmuch as it contained no provision similar to that in the latter Act by which promoters of an undertaking desiring to take part were bound to take the whole if the owner so desired. Section 80 of the former Act spoke of "houses, &c., or any part thereof," but the latter words did not appear in the later part of the section, or in section 82, which dealt with the case of owners who refused to treat or agree. The question, therefore, was whether a local authority authorized to act under these sections could compulsorily take part of a house. It was considered in *Gordon* v. *Vestry of St. Mary Abbott's, Kensington* (1894, 2 Q. B. 742) by a Divisional Court, whose decision, his lordship said, was binding upon him. There it was held that where the authority having control of the streets in a metropolitan district *bona fide* adjudge that part of a house or building obstructs or prevents the widening of a street, sections 80 and 82 give such authority power, under some circumstances, to purchase and take compulsorily such part from the owner, and he cannot require them to take the whole house or building, though he be able and willing to sell and convey the whole to them. His lordship having read the facts of that case and referred to the judgment of Collins, J., said that the court refused to grant an injunction restraining the vestry, but proceeded to express the view which they entertained of the state of the law in a way which he was not at liberty to disregard. In this case it was suggested that the logical result was that the local authority, being at liberty to take part of a house, was bound under section 82 to give proper compensation, including (1) the value of the part taken; (2) the sums necessary to be expended by the owner to repair the damage; and (3) the diminution in value of the portion left. That was not the view of the learned judges, because they expressed the limitation which they put upon the word "part" in the construction of this section (Cave, J., at p. 749, and Collins, J., at p. 754, of 1894, 2 Q. B.). If the local authority desired to take a part of a house, the portion must be something fairly called a part; if the use of the house would be substantially injured and incapable of being enjoyed as before, the whole must be taken. In this case it seemed that the shops would be so interfered with, and in his lordship's judgment the plaintiff was entitled to insist that the vestry must take the whole of the houses in question. The plaintiff had, during the negotiations which had taken place, expressed his willingness to sell a portion on certain terms, which were not acceded to, and had then fallen back upon his alleged legal rights. It seemed that he had contemplated rebuilding the premises; but by the law of England an owner was at liberty to deal with his property at whatever time he thought fit, and if a vestry desired to anticipate that time, they must follow the law applicable. The plaintiff was therefore entitled to compel the vestry to take the whole of the houses, and his lordship granted an injunction as asked for.—Counsel, *Jenkins*, Q.C., and *F. H. Colt; Butcher*, Q.C., and *C. E. Allan*. Solicitors, *J. Ernest Moore; J. H. Hortin*.

[Reported by W. H. Draper, Barrister-at-Law.]

Re **CHAYTOR.** Stirling, J. 21st June, 28th July, 4th August.

Settled Land—Tenant for Life—Mining Lease—Waste—Settled Land Act, 1882 (45 & 46 Vict. c. 38), s. 11.

This was an originating summons which raised the question whether a tenant for life, who by the terms of the settlement was not made impeachable for waste, was to be so treated for the purposes of the Settled Land Act, 1882, s. 11, with respect to open mines, which he was entitled to work for his own benefit. And consequently whether one-fourth part only of the rent to be reserved under an agreement for a lease ought to be from time to time set aside as capital money arising under the Settled Land Acts.

Stirling, J., in giving judgment, said: A tenant for life under a settlement may have a title to work mines for his own benefit by virtue of a power conferred on him by the settlement. A tenant for life may work open mines, although power so to do is not conferred by the settlement; the title to do so is, however, derived from the intention of the settlor, inferred from the use made of the property previously to the settlement. His lordship referred to *Re Ridge, Hellard* v. *Moody* (31 Ch. D. 508) and to *Dashwood* v. *Magniac* (1891, 3 Ch. 360). A tenant for life, entitled to work mines, may, in my judgment, be properly described as not impeachable for waste in respect of the minerals got from such mines, whether the power arise from the terms of the settlement or from the circumstance that the mines are open. Now section 11 of the Settled Land Act, 1882, prescribes that when the tenant for life is impeachable for waste in respect of minerals three-fourth parts of the rent, and otherwise one-fourth part, shall be set aside as capital money under the Act. It is contended that in order that the tenant for life may not fall under the description of "impeachable for waste in respect of minerals" he must be expressly declared by the settlement to be unimpeachable for waste. That is not the language of the Act; but it is said to be the proper construction of it by reason of the generality of the language "in respect of minerals," not "such minerals" or "the minerals." The word "minerals" cannot, however, mean any minerals whatsoever; some limitation must be put upon it; and the choice seems to be between minerals comprised in the settlement and minerals the subject of such a lease as is contemplated by section 11. The latter seems to me the more natural interpretation. It is said, however, that this construction gives no effect to the words in the early part of the section—"whether the minerals leased are already opened or in work or not." It is a sufficient answer, in my judgment, that these words serve to remove any doubt which in their absence might arise as to whether the section was meant to apply to opened mines. I think that, at all events, the language of the section admits of the two interpretations which I have mentioned. In considering which ought to be adopted, regard may be paid to the consequences of adopting one or other of them. If the tenant for life must be made expressly unimpeachable for waste in order to obtain the benefit of section 11, then a distinction is drawn between an express authority and an implied authority to commit waste, for which I have been unable to discover any solid foundation. Moreover, under the provisions of the Settled Estates Act, 1877 (an Act which is still in force and to which tenants for life may have recourse) mining leases may be granted (though for a shorter term than under the Settled Land Act) upon the condition that only one-fourth of the rent is set aside as capital; and I am again unable to discover why such a difference should exist according as one Act is resorted to or the other. On the whole, I think that the preferable view is that the tenant for life in this case is under an obligation to set apart one-fourth and not three-quarters of the rent as capital money.—Counsel, *Upjohn*, Q.C., and *Fisher Williams*, for the tenant for life; *N. Pearson*, for the trustees. Solicitors, *Tarry, Sherlock & King*, for *Trotter, Bruce & Trotter*, Bishop Auckland.

[Reported by Paul Strickland, Barrister-at-Law.]

Re **TREASURE. WILD** *v.* **STANHAM.** Kekewich, J. 3rd August.

ESTATE DUTY—APPOINTED FUND—RESIDUARY ESTATE—TESTAMENTARY EXPENSES—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 9 (1).

This was an originating summons taken out by the executors of the will of Mrs. Treasure to determine whether the estate duty payable on her death in respect of property appointed by her will under a power ought to be paid out of the property so appointed or out of the residuary estate. It appeared that the testatrix had a power of appointment under the will of her father over one-third of his property. By her will, made the 26th of February, 1894, she appointed the plaintiffs executors and trustees, and directed and appointed with regard to all property to which any power of appointment, whether general or special, vested in her under her father's will extended, should be held upon trust for the plaintiff, J. A. Wild, and the defendant as tenants in common, and the testatrix gave the residue of her real and personal estate to her trustees upon trust for sale and conversion and to divide the proceeds, after paying funeral and testamentary expenses and debts, among certain other persons. The testatrix died on the 6th of May, 1899, and the will was duly proved.

KEKEWICH, J., said the argument on behalf of those interested in the residuary estate who desired to throw the burden of the estate duty on the appointed fund was mainly directed to the construction of s. 9 (1) of Finance Act, 1894, or rather to its application to the case in hand. In his opinion the appointed fund did not pass to the executors as such, and he arrived at that opinion independently of the law as it stood before the Finance Act; but the arguments founded on that state of the law went to confirm it. The position of executors under a will exercising a general power of appointment must be treated as settled by *Re Hoskins* (6 C. D. 281) and *Re Philbrick* (12 L. T. 261) which was there referred to by Jessel, M.R., and having regard to what was said by James, L.J., in *Re Hoskins*, no distinction could be made between a power given to a married woman and one given to any other person. In *Re Philbrick*, Romily, M.R., explained that when a married woman made a will in exercise of a power and appointed executors, she must be considered to have appointed the property to the executors as trustees. This must be treated as applicable to a power exercised by any other person. It was argued that executors appointed by a will exercising a general power could not be responsible for the fund, but there was room for contending that this argument is not consistent with the cases cited. Nevertheless, it seemed to his lordship that the appointed fund did not pass to the executors as such, and certainly *Re Culverhouse* (1896; 2 Ch. 251) did not decide that it did. Where there is an appointed fund the executors did not take it by virtue of their office, but because the donee of the power must be considered to have appointed to the executors as trustees. On this point, therefore, his lordship thought the estate duty must be charged on the appointed fund. On the other question—namely, whether the estate duty fell within the description of "testamentary expenses" and therefore ought to be paid out of residuary estate—his lordship, following *Re Clemow* (1900; 2 Ch. 182), thought that it must be so paid. It was attempted to distinguish that case on the ground that there the direction was to pay the testamentary expenses of another person, but as regards the point in the present case the judgment was based entirely on the reasoning that as payment of estate duty was essential to obtaining probate that duty must be considered as much a testamentary expense as any other payment necessarily or properly incurred by the executors for that purpose.—COUNSEL, *John Dixon; P. O. Lawrence*, Q.C., and *Cann*; *Warrington*, Q.C., and *Peck*. SOLICITORS, *Wild & Wild; Crawford & Chester*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re **PHŒBE GOLD MINING CO.** Byrne, J. 4th August.

COMPANY—REDUCTION OF CAPITAL—CLAIMS OF SHAREHOLDERS.

This was a petition under the Company Acts for the reduction of the capital of a company. The facts of the case were as follow: The Phœbe Gold Mining Co. was incorporated on the 17th of March, 1887, with a capital of £40,000, divided into 40,000 shares of £1 each. Of these shares 30,000 were issued under an agreement as fully paid up, and 10,000 had been subscribed for and the nominal value thereof fully paid up. The capital of the company was, by a resolution passed in January, 1892, and confirmed the 8th of February, 1892, increased to £100,000 by the issue of 60,000 shares of the nominal value of £1 each. The whole had been issued, but as it subsequently appeared that the whole amount was not required, it was proposed to write off 10s. per share on the 60,000 last issued. A special resolution was accordingly passed on the 13th of March, 1899, to reduce the capital to £70,000, divided into 40,000 shares of £1, fully paid up, and 60,000 shares of 10s. each, on which different amounts had been paid. The usual advertisement was issued, the resolution was passed without opposition, and was subsequently duly confirmed on the 18th of April. It did not, however, appear on the evidence how many or what classes of shareholders were present. The effect of the resolution was that the shareholders whose shares were fully paid up would no longer be able to require calls to be made to repay to them a proportion of the amount paid up on their shares, a right which they would, under existing arrangements, otherwise have enjoyed.

BYRNE, J., sanctioned the reduction in accordance with the resolution. —COUNSEL, *Norton*, Q.C.; *Ashton Cross*. SOLICITORS, *Budd, Johnsons, & Jacks*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

LEVY *v.* **DAVIS.** Byrne, J. 31st July.

RECEIVER—PASSING FINAL ACCOUNTS—DISCHARGE OF RECEIVER—DEBTS REMAINING UNPAID—LEAVE TO BRING IN AMENDED ACCOUNTS—TRUSTEE IN BANKRUPTCY.

The question in this summons was whether the trustee in bankruptcy of a receiver and manager, who had paid the sum due on his final account and had been discharged, was entitled to be indemnified in respect of trade debts unpaid when the account was finally passed.

BYRNE, J., held that the trustee in bankruptcy stood in the same position as the receiver himself, and that the receiver had not lost his right to an indemnity. Even after the order discharging the receiver had been made it was still, in his lordship's opinion, open to the court before the distribution of the assets to give him leave to bring in amended accounts. —COUNSEL, *Levett*, Q.C., and *Gully; Rowden*, Q.C., and *Sheldon*. SOLICITORS, *Simpson, Palmer, & Winder; Keene, Marsland, Bryden, & Besant*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re **BROMBY.** Farwell, J. 6th and 7th Aug.

WILL—INTERPRETATION—"NATURAL REPRESENTATIVES ACCORDING TO THE STATUTE RULE OF DISTRIBUTION"—WIDOW OF DECEASED SON IN COMPETITION WITH HIS CHILDREN.

Adjourned summons. The Rev. J. E. Bromby, by his will, gave the residue of his estate to trustees, upon certain trusts during the lifetime of his two unmarried daughters, and after their death "upon trust to pay and divide the same unto and equally between and among all and every my children, whether sons or daughters, who shall then be living, or their natural representatives if dead according to the Statute Rule of Distribution, but so nevertheless that the representatives of such deceased child or children of mine shall take the share or respective shares only which such deceased child or children would have been entitled to if living." The principal question raised by the summons was whether the widow of a deceased son of the testator was entitled to take a part of the share to which he would have been entitled if living, in competition with his children by a former marriage. On behalf of the widow's claim, it was argued that what had to be considered was who were natural representatives according to the will and not according to the statute. The widow had been let in under the words "representatives" and even "heir": *Cotton* v. *Cotton* (2 Beav. 67), *Re Porter* (4 K. & J. 197), *Jacobs* v. *Jacobs* (1 W. R. 238, 16 Beav. 557). On the other hand the children claimed that the expression in the will had distinct reference to the rule of representation contained in the Statutes of Distribution (22 & 23 Car. 2, c. 10; 1 Jac. 2, c. 17) and so applied only to lineal descendants.

FARWELL, J.—The testator in this case has set the court a curious puzzle; the phrase which he has used is, so far as I know, a new one. The word "representatives" in general means executors or administrators; but the use of the word "natural" clearly excludes any idea of legal representation. That leaves two other possible constructions. The expression "natural representatives" may mean the persons who represent the estate of the deceased, sometimes inaccurately called the next-of-kin according to the Statutes of Distribution; or it may mean the persons called in the statute representatives. Now the whole key of this will, in my opinion, turns on the word "natural." The phrase "lawful and natural children" is a common one, but a "lawful and natural wife" is not a conceivable phrase. The wife's position is contractual; that of the children is determined by affinity of blood. None of the cases cited help us any way; only the cases which cause any difficulty are the class cited by counsel for the widow; but the course of reasoning in those cases is not applicable here. I hold that the widow does not take a part of the share which would have come to her husband.—COUNSEL, *F. R. Finch; Vaughan Hawkins; J. G. Wood*. SOLICITORS, *Rowcliffes, Rawle, & Co*, for *E. S. Wilson & Son*.

[Reported by J. F. ISELIN, Barrister-at-Law.]

PELHAM CLINTON *v.* **DUKE OF NEWCASTLE.** Buckley, J. 3rd August.

WILL—CONSTRUCTION—ESTATE IN SPECIAL TAIL.

This was an action relating to certain estates dealt with by the fifth codicil to the will of the fourth Duke of Newcastle. The testator by the fifth codicil dated the 14th of August, 1846, to his will dated the 31st of January, 1814, willed and bequeathed to his son Charles the estates in question, and after providing that the testator's eldest son might purchase and redeem those estates, the testator continued as follows: "The proceeds to go with the limitations of this will—that is to say to my son Charles if he marries a fit and worthy gentlewoman and has issue male, to such issue male and their male descendants, on failure of which" then over. At the date of that codicil Charles was unmarried. On the 10th of August, 1848, he married Elizabeth Grant, and on the 14th of December, 1894, he died, many years after the testator. It being admitted that E. Grant was a fit and worthy gentlewoman, the point of law to be determined was whether the codicil conferred on Charles a life estate or an estate in tail male, or in tail, or an estate in fee simple.

BUCKLEY, J., held on the authority of *Page* v. *Hayward* (2 Salk. 570, Piggott on Recoveries 176) that, on the true construction of the codicil, an estate in special tail male was created in Charles.—COUNSEL, *Swinfen Eady*, Q.C., and *Peterson; Haldane*, Q.C., *Vaughan Hawkins, Ingle Joyce*, and *Benn*. SOLICITORS, *Blair & W. B. Girling; Richard Smith & Sons*, for *Marshalls & Bale*, East Retford.

[Reported by J. F. WALEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE GUARDIANS OF ST. SAVIOUR'S UNION *v.* **BURRIDGE.** Div. Court. 31st July.

VAGRANT—WILFUL REFUSAL OR NEGLECT OF A PERSON TO MAINTAIN HIMSELF—DELIRIUM TREMENS—VAGRANCY ACT, 1824 (5 GEO. 4, c. 83), s. 3.

In this case it was held that a person who became chargeable to a union

by reason of an attack of *delirium tremens* was not on that account a person who, being able to maintain himself, wilfully refused or neglected to do so, so as to be liable to be convicted of being an idle and disorderly person under section 3 of the Vagrancy Act, 1824. The point came before the court in the form of a case stated by a Metropolitan police magistrate, the facts of which were as follows: On the 25th of November, 1899, it came to the knowledge of the relieving officer of the St. Saviour's Union that one Frank David Burbridge was suffering from *delirium tremens*, and that he was then at his own residence in a state dangerous to himself and to those about him. This knowledge was conveyed to the relieving officer by the certificate of Burbridge's medical attendant. Upon the receipt of the certificate, and on the same day, the relieving officer attended at Burbridge's residence and removed him to the workhouse infirmary of the St. Saviour's Union, giving an order for his admission, in which he was described as a lunatic. After his admission to the infirmary Burbridge was seen by the medical officer of the workhouse, and was found to be suffering from *delirium tremens*, and thereupon an order was obtained from a justice of the peace for the county of London, acting under the Lunacy Acts, detaining Burbridge as a prisoner in the workhouse. Burbridge was so detained in the workhouse until the 29th of November, upon which day, the attack of *delirium tremens* having passed off, he was discharged upon his own application and upon an order for his discharge being granted by the above-mentioned justice. The magistrate found that under the above circumstances Burbridge became and was chargeable to the union for the period of five days. On the 21st of January, Burbridge came before the police magistrate upon a summons taken out by the guardians under the Vagrancy Act charging him that, being wholly able by work to maintain himself, he wilfully neglected and refused so to do, by which neglect he became chargeable to the union. The following facts were proved or admitted: At the time of his admission to the infirmary and for the first three days of his detention therein Burbridge was quite unable to maintain himself, and at no time during his detention would he have been allowed to leave the workhouse, except upon an order for his discharge being given by the justice. Burbridge was a person generally well able to maintain himself and was, as a fact, well-to-do and in such a position that the guardians might reasonably apply to him for the cost of his maintenance or sue him in respect thereof. No application had been made by the guardians to Burbridge to pay the cost of his maintenance, and he had not refused to do so, and he protested before the learned magistrate that he would willingly have paid upon application. The learned magistrate dismissed the summons subject to this case for the opinion of the court. It was contended on behalf of the guardians that upon the facts proved the learned magistrate was bound to convict, and that a person who by his own voluntary act rendered himself incapable of maintaining himself was guilty of the offence of wilfully refusing or neglecting to maintain himself. Section 3 of the Vagrancy Act, so far as it is material to the case, is as follows: "Every person being able wholly or in part to maintain himself or herself, or his or her family, by work or by other means, and wilfully refusing or neglecting so to do, by which refusal or neglect he or she, or any of his or her family whom he or she may be legally bound to maintain, shall have become . . . chargeable to any parish, township, or place . . . shall be deemed to be an idle and disorderly person. . . ."

THE COURT (KENNEDY and DARLING, JJ.) dismissed the appeal.

KENNEDY, J., said that it was impossible to suppose that the Legislature intended, in the enactment referred to, to punish persons who, by their own voluntary act, had brought on a disease. The magistrate would have been quite wrong had he convicted Burbridge because he was suffering from *delirium tremens*, however that disease might have been caused.

DARLING, J., said that obviously, while Burbridge was suffering from *delirium tremens*, he was not able to maintain himself; so that he was not an idle and disorderly person within the Act, unless it could be said that he must be considered as able to maintain himself within the meaning of the Act because his inability to do so was brought on by his own voluntary act. His lordship, however, did not think that that was the meaning of the Act. If the Legislature had intended to punish a person who made himself so drunk as to contract *delirium tremens* and thereby became chargeable to a union it would have said so in plain language. Drunkenness was at least not more unusual at the time when the Act was passed than now, and *delirium tremens* was not a modern complaint. If a person suffering from *delirium tremens* was within the purview of the Act so also would a man be who, knowing that excessive smoking would ultimately in his case bring on a complaint which would render him incapable of maintaining himself, yet continued to smoke to excess. That would be absurd, and he was therefore of opinion that the magistrate was right in the conclusion to which he had come.—COUNSEL, *J. A. Johnston; H. Sutton.* SOLICITORS, *Howard C. Jones; Solicitor for the Treasury.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR.** *Ex parte* **INCORPORATED LAW SOCIETY.** Div. Court. 3rd August.

SOLICITOR—PERMITTING AN UNQUALIFIED PERSON TO USE HIS NAME—SOLICITORS ACT, 1843 (5 & 6 VICT. c. 73), ss. 2, 32—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 65), s. 32.

In this case an investigation had been held by the Statutory Committee of the Law Society with regard to charges made against the solicitor in question. One of these charges was that he wilfully and knowingly permitted his name to be made use of in certain actions, &c., upon he account and for the profit of one John Scaife, an unqualified person, in breach of section 32 of the Solicitors Act. As to this charge, the committee found that the respondent's business was entirely managed by Scaife, and that the relation between them was not that of master and clerk, but of partners, and that the business of the office was carried on for their joint benefit. They also found that the respondent knew that Scaife was an unqualified person. For the solicitor it was said that Scaife never acted on behalf of himself and respondent in regard to actions. Repondent's counsel applied for an adjournment of the hearing for the attendance of witnesses from South Africa, but it was not acceded to.

KENNEDY, J.—In this case the application is made in reference to a solicitor who is charged with three matters. Those charges have been investigated in the proper way by the committee of the Law Society, and, as to the first charge I cannot come to any other conclusion but that the report is well founded, the respondent having acted without the authority of his clients. That being proved it is sufficient to justify the full penalty. As to the third charge, it appears that the solicitor left the place where he had been practising and apparently resided abroad, making clandestine visits to this country, and in the same month he made an arrangement with Scaife, which there is ample evidence to show was acted upon, by which Scaife in his name conducted proceedings in the mayor's court and elsewhere. There is some evidence that the learned counsel for the respondent advised at an early stage that this agreement between the solicitor and Scaife was an illegal one, but the evidence is on the whole unsatisfactory on this head. The committee found not merely professional misconduct by the respondent on the first head, but also a contravention of section 32 of the Solicitors Act, and with both those findings I agree and I think that this solicitor should be struck off the Rolls.

DARLING, J.—I agree. I do not think it is necessary to add a single word on the facts of this particular case as regards the solicitor. I desire, however, to point out this: By the Solicitors Act of 1888, section 32, complaint may be made against the solicitor to a superior court and complaint may be made in a summary way, and upon such complaint the solicitor might be struck off the Rolls and otherwise dealt with, but it was provided in the same section "and in that case and upon such complaint for the said court to commit such unqualified person so acting or practising as aforesaid to the prison of the said court, without bail or mainprise for any term not exceeding one year." Now if a solicitor practises and throws the shield of his name over an unqualified person and allows that person to practise as though he were a solicitor the statute contemplated that both should be punished. Since that Act was passed a great part of the disciplinary power of the court has been handed over to the Incorporated Law Society subject to appeal to this court, but of course they cannot act as the court could act and can act against the unqualified person. But it is still open to anyone to bring the unqualified person in a summary way by complaint before this court, and the court would send him to prison straight away. That has never been done apparently, or has not been done for a very long time, and I confess I cannot think why. It is true the Law Society cannot do it, but they could put the court in motion and the court can do it, or anybody else interested in the matter might move before this court. It is true that the unqualified person cannot act unless there is a solicitor ready to act with him, and if you punish all the solicitors ready to act the unqualified person is left out in the cold, so to speak. But though that is true, Parliament did not contemplate that as enough. Parliament contemplated the punishment of the solicitor and the punishment of the unqualified person. Now I have seen enough since I have had the honour of being a member of this court to know that the courts are infested—I can use no other word—by a number of these unqualified persons, who do a world of harm in getting up cases which ought not to be brought into court, and committing the evils that this Act is aimed at, and I say what I do because I think it is high time that the Law Society or someone else should see that against those persons the penalties enacted by the 32nd section of the Act of 1888 are asked for.

[*Mr. Hollams.*—I desire to say in reference to what Darling, J., has said that section 2 of the Act of 1843, covers the same offence of an unqualified person, and that the Law Society are fully alive to the obligation resting upon them to take proceedings where they can find evidence of an act contrary to that section which would mean acting contrary to section 32 of the Act of 1888. In the case now before your Lordships they have not taken such steps because, pending this report, which might not have been affirmed by the court, the evidence was not fully affirmed. DARLING, J.—There is still the opportunity. *Mr. Hollams.*—Yes, and the Law Society are fully alive to that.]

The court then ordered that Robert Farrer Mason, of 63 Great Tower-street, London, be struck off the Rolls and pay the costs of the inquiry and of this motion.—COUNSEL, *Hollams; Edmundson.* SOLICITORS, *The Solicitor to the Incorporated Law Society; R. Horner Hargreaves.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

2 August.—EDMUND POOLEY (86, Brompton-road, London).
" —CHARLES BULLOCK (Berkampstead).
" —CHARLES EDWARD HOPE (5, Carter-lane, London).
3 " —ROBERT FARRER MASON (63, Great Tower-street, London).
7 " —THOMAS WILLIAM GARROLD (Hereford).
" —WALTER ETHELBERT STACEY EARNSHAW WALL (1, Mitre-court, Temple, and Willesden Green).
8 August.—EDWARD RICKETTS (4, Arundel-place, Haymarket, London).

The condition of Mr. Commissioner Kerr, who has been in failing health for some time past, is very much improved.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst., Mr. Sidney Smith, in the chair. The other directors present being: Messrs. H. C. Beddoe, J.P. (Hereford), W. F. Blandy (Reading), J. Roger, B. Gregory, Samuel Harris (Leicester), Richard Pennington, J.P., Sir George H. Lewis, and J. T. Scott (Secretary).

A sum of £776 was distributed in grants of relief, four new members were admitted to the association, and other general business transacted.

THE LAND REGISTRY.

The report of the Council of the Incorporated Law Society, recently issued, contains the following returns: Returns, in continuation of the Return No. 463 of the year 1894, of the work done in the Land Registry under the Land Transfer Acts, 1875 and 1897, the Land Registry Act, 1862, the Mortgage Debenture Acts, 1865 and 1870, the Improvement of Land Act, 1864, the Land Charges Registration and Searches Act, 1888, the Middlesex Registry Act, 1708, and the Land Registry (Middlesex Deeds) Act, 1891, and shewing the amount of fees received each year, and the amount of salaries and expenses each year, in the Land Registry, from the 1st day of April, 1895, to the 31st day of March, 1899.

1. Under the Land Transfer Acts, 1875 and 1897.

(a) The number, value, and acreage (where known) of estates, the titles to which were annually registered, on first registration, from the 1st day of January, 1895, to the 31st day of December, 1898, shewing the numbers of estates registered with absolute, qualified, and possessory title, and leaseholds, and also the number of estates registered under the Small Holdings Act, 1892:

	Number.
Absolute	25
Qualified	—
Possessory	26
Leasehold	—
Total	51
Value (on first registration)	£360,000
Acreage	A. 63,924
Number of estates registered under the Small Holdings Act, 1892:	
In 1895	2
In 1896	1

(b) The total number of separate estates on the register under the 1875 and 1897 Acts on the 31st day of December, 1898, was:

(i) By first registration	345
(ii) By sub-division of estates already registered	1,101
(iii) By transfer from the 1862 register	464
Total	1,910

2. Under the Land Registry Act, 1862.

(a) The total number, value, and acreage (where known) of estates, the titles to which were registered on first registration, was as follows:

Number	411
Value (on first registration)	£5,346,437
Acreage	A. 49,117

(b) The total number of separate titles on the register (under the 1862 Act) on the 31st day of December, 1898, was as follows:

(i) By first registration	374
(ii) By sub-division of estates already registered	2,737
Total	3,111

(c) The total number of separate titles which had been removed from the 1862 register on the 31st day of December, 1898, otherwise than by transfer to the 1875 register, was 263, out of a total of (3,111 + 263 =) 3,374 titles registered under the Act of 1862.

The area of land so removed was 76 acres, out of the total of 49,117 registered under the same Act.

3. Under both the Acts of 1875 and 1862.

(a) The total number, value, and acreage (where known) of separate titles on the register on the 31st day of December, 1898, was as follows:

Number	5,021
Present value (about)	£15,000,000
Acreage	A. 111,930

It will be observed that these figures represent the state of the registry on the eve of the commencement of compulsory registration. At that time the register comprised land in almost every county in England, and in several Welsh counties. The properties are of every description, from extensive settled estates of several thousand acres, down to small plots in towns and villages, agricultural properties, building estates, and urban holdings, including valuable sites in the city of London and elsewhere.

(b) The total number and value (where known) of transactions annually registered from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

	1895.	1896.	1897.	1898.
	No.	No.	No.	No.
(I.) First registrations	18	13	8	17
(II.) Conveyances, transfers, and transmissions of land	405	525	490	549
(III.) Mortgages, charges, further charges, and transfers of mortgages and charges ...	236	291	201	238
(IV.) Reconveyances of mortgages and cessations of charges	165	153	156	137
(V.) Leases and surrenders of leases ...	61	93	353	57
(VI.) Miscellaneous	37	38	130	91
Total	932	1,113	1,338	1,119
Total value of the above (where ascertainable)	£ 853,313	£ 1,120,024	£ 1,568,782	£ 1,498,371

4. Under the Mortgage Debenture Acts, 1865 and 1870, and the Improvement of Land Act, 1864, the nature and amount of the work from the 1st of January, 1895, to the 31st of December, 1898, has been as follows:

(i) *Under the Mortgage Debenture Acts.*—Under the winding up of the Land Securities Co. (which was the only company that had availed itself of the Mortgage Debenture Acts), ninety orders of court have been filed as to delivery of deeds.

(ii) *Under the Improvement of Land Act.*—Under the Improvement of Land Act, memorials of improvement charges are to be registered in the Land Registry, and the register of them is open to public inspection. These are now virtually superseded by provisions contained in the Land Charges Registration and Searches Act of 1888, the memorials being registered in the Land Charges Department, and the revenue arising therefrom (£26 12s. from 1st of January, 1895, to 31st of December, 1898) is included in the following heading No. 5.

5. Under the Land Charges Registration and Searches Act, 1888, the number of registrations, official searches, and ordinary searches annually made, from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

Year.	Registration.	Official Searches.	Ordinary Searches.
1895	466	2,705	18,440
1896	556	3,148	23,710
1897	513	3,027	25,659
1898	605	3,731	25,276

6. Under the Middlesex Registry Act, 1708, and the Land Registry (Middlesex Deeds) Act, 1891, the number of registrations and searches annually made, from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

—	1895.	1896.	1897.	1898.
Registration	40,589	47,702	49,160	52,292
Searches	17,199	20,945	21,708	22,838

7. The amount of fees received each year, and the amount of salaries and expenses each year, in the Land Registry, from the 1st day of April, 1895, to the 31st day of March, 1899, distinguishing, with respect to the period since the Land Transfer Act, 1897, came into operation, for the purposes of section 22 of that Act, the fees received and salaries and expenses paid under the Land Transfer Acts and the other Acts above referred to.

Year.	Salaries and Expenses.	Fees.
	£	£
1895-96	7,387	17,224
1896-97	7,750	20,139
1897-98	7,863	20,262
1898-99	11,949	21,844

The Land Transfer Act, 1897, came into operation on the 1st of January, 1898. The 22nd section of that Act provides that "the fee orders relating and incidental to registration of title shall be arranged from time to time so as to produce an annual amount sufficient to discharge the salaries and other expenses (including the annual contribution to the insurance fund) incidental to the working of the principal (1875) Act, and this Act and no more."

Owing to the fact that many of the salaries are paid to officers who are engaged in working the Land Registry Act, 1862, the Middlesex Registry Acts, and the other Acts above mentioned, as well as the Land Transfer Acts, 1875 and 1897, the apportionment required by this section can only be approximately made: subject to this, it may be stated that the salaries and expenses incidental to the working of the Land Transfer Acts, 1875 and 1897, during the financial year 1898-99 (which is the only complete financial year in which the latter Act has been in operation) were about £5,000.

The salaries and expenses include a large sum devoted to preparatory work and training required to meet the commencement of compulsory registration in part of London on the 1st of January, 1899. Owing to this date being near the end of the financial year, there was not sufficient time for the increase of receipts to counterbalance the preparatory outlay, and the amount produced by fees under the same Acts was £2,203. No contribution was made to the Insurance Fund. C. F. BRICKDALE,

Land Registry, 19th July, 1899. *Assistant Registrar.*

by reason of an attack of *delirium tremens* was not on that account a person who, being able to maintain himself, wilfully refused or neglected to do so, so as to be liable to be convicted of being an idle and disorderly person under section 3 of the Vagrancy Act, 1824. The point came before the court in the form of a case stated by a Metropolitan police magistrate, the facts of which were as follows: On the 25th of November, 1899, it came to the knowledge of the relieving officer of the St. Saviour's Union that one Frank David Burbridge was suffering from *delirium tremens*, and that he was then at his own residence in a state dangerous to himself and to those about him. This knowledge was conveyed to the relieving officer by the certificate of Burbridge's medical attendant. Upon the receipt of the certificate, and on the same day, the relieving officer attended at Burbridge's residence and removed him to the workhouse infirmary of the St. Saviour's Union, giving an order for his admission, in which he was described as a lunatic. After his admission to the infirmary Burbridge was seen by the medical officer of the workhouse, and was found to be suffering from *delirium tremens*, and thereupon an order was obtained from a justice of the peace for the county of London, acting under the Lunacy Acts, detaining Burbridge as a prisoner in the workhouse. Burbridge was so detained in the workhouse until the 29th of November, upon which day, the attack of *delirium tremens* having passed off, he was discharged upon his own application and upon an order for his discharge being granted by the above-mentioned justice. The magistrate found that under the above circumstances Burbridge became and was chargeable to the union for the period of five days. On the 21st of January, Burbridge came before the police magistrate upon a summons taken out by the guardians under the Vagrancy Act charging him that, being wholly able by work to maintain himself, he wilfully neglected and refused so to do, by which neglect he became chargeable to the union. The following facts were proved or admitted: At the time of his admission to the infirmary and for the first three days of his detention therein Burbridge was quite unable to maintain himself, and at no time during his detention would he have been allowed to leave the workhouse, except upon an order for his discharge being given by the justice. Burbridge was a person generally well able to maintain himself and was, as a fact, well-to-do and in such a position that the guardians might reasonably apply to him for the cost of his maintenance or sue him in respect thereof. No application had been made by the guardians to Burbridge to pay the cost of his maintenance, and he had not refused to do so, and he protested before the learned magistrate that he would willingly have paid upon application. The learned magistrate dismissed the summons subject to this case for the opinion of the court. It was contended on behalf of the guardians that upon the facts proved the learned magistrate was bound to convict, and that a person who by his own voluntary act rendered himself incapable of maintaining himself was guilty of the offence of wilfully refusing or neglecting to maintain himself. Section 3 of the Vagrancy Act, so far as it is material to the case, is as follows: "Every person being able wholly or in part to maintain himself or herself, or his or her family, by work or by other means, and wilfully refusing or neglecting so to do, by which refusal or neglect he or she, or any of his or her family whom he or she may be legally bound to maintain, shall have become . . . chargeable to any parish, township, or place . . . shall be deemed to be an idle and disorderly person. . . ."

THE COURT (KENNEDY and DARLING, JJ.) dismissed the appeal.

KENNEDY, J., said that it was impossible to suppose that the Legislature intended, in the enactment referred to, to punish persons who, by their own voluntary act, had brought on a disease. The magistrate would have been quite wrong had he convicted Burbridge because he was suffering from *delirium tremens*, however that disease might have been caused.

DARLING, J., said that obviously, while Burbridge was suffering from *delirium tremens*, he was not able to maintain himself; so that he was not an idle and disorderly person within the Act, unless it could be said that he must be considered as able to maintain himself within the meaning of the Act because his inability to do so was brought on by his own voluntary act. His lordship, however, did not think that that was the meaning of the Act. If the Legislature had intended to punish a person who made himself so drunk as to contract *delirium tremens* and thereby became chargeable to a union it would have said so in plain language. Drunkenness was at least not more unusual at the time when the Act was passed than now, and *delirium tremens* was not a modern complaint. If a person suffering from *delirium tremens* was within the purview of the Act so also would a man be who, knowing that excessive smoking would ultimately in his case bring on a complaint which would render him incapable of maintaining himself, yet continued to smoke to excess. That would be absurd, and he was therefore of opinion that the magistrate was right in the conclusion to which he had come.—COUNSEL, *J. A. Johnston; H. Sutton.* SOLICITORS, *Howard C. Jones; Solicitor for the Treasury.*

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Solicitors' Cases.

***Re* A SOLICITOR.** *Ex parte* **INCORPORATED LAW SOCIETY.** Div. Court. 3rd August.

SOLICITOR—PERMITTING AN UNQUALIFIED PERSON TO USE HIS NAME—SOLICITORS ACT, 1843 (5 & 6 VICT. c. 73), ss. 2, 32—SOLICITORS ACT, 1888 (51 & 52 VICT. c. 65), s. 32.

In this case an investigation had been held by the Statutory Committee of the Law Society with regard to charges made against the solicitor in question. One of these charges was that he wilfully and knowingly permitted his name to be made use of in certain actions, &c., upon he account and for the profit of one John Scaife, an unqualified person, in breach of section 32 of the Solicitors Act. As to this charge, the committee found that the respondent's business was entirely managed by Scaife, and that the relation between them was not that of master and clerk, but of partners, and that the business of the office was carried on for their joint benefit. They also found that the respondent knew that Scaife was an unqualified person. For the solicitor it was said that Scaife never acted on behalf of himself and respondent in regard to actions. Repondent's counsel applied for an adjournment of the hearing for the attendance of witnesses from South Africa, but it was not acceded to.

KENNEDY, J.—In this case the application is made in reference to a solicitor who is charged with three matters. Those charges have been investigated in the proper way by the committee of the Law Society, and, as to the first charge I cannot come to any other conclusion but that the report is well founded, the respondent having acted without the authority of his clients. That being proved it is sufficient to justify the full penalty. As to the third charge, it appears that the solicitor left the place where he had been practising and apparently resided abroad, making clandestine visits to this country, and in the same month he made an arrangement with Scaife, which there is ample evidence to show was acted upon, by which Scaife in his name conducted proceedings in the mayor's court and elsewhere. There is some evidence that the learned counsel for the respondent advised at an early stage that this agreement between the solicitor and Scaife was an illegal one, but the evidence is on the whole unsatisfactory on this head. The committee found not merely professional misconduct by the respondent on the first head, but also a contravention of section 32 of the Solicitors Act, and with both those findings I agree and I think that this solicitor should be struck off the Rolls.

DARLING, J.—I agree. I do not think it is necessary to add a single word on the facts of this particular case as regards the solicitor. I desire, however, to point out this: By the Solicitors Act of 1888, section 32, complaint may be made against the solicitor to a superior court and complaint may be made in a summary way, and upon such complaint the solicitor might be struck off the Rolls and otherwise dealt with, but it was provided in the same section "and in that case and upon such complaint for the said court to commit such unqualified person so acting or practising as aforesaid to the prison of the said court, without bail or mainprise for any term not exceeding one year." Now if a solicitor practises and throws the shield of his name over an unqualified person and allows that person to practise as though he were a solicitor the statute contemplated that both should be punished. Since that Act was passed a great part of the disciplinary power of the court has been handed over to the Incorporated Law Society subject to appeal to this court, but of course they cannot act as the court could act and can act against the unqualified person. But it is still open to anyone to bring the unqualified person in a summary way by complaint before this court, and the court would send him to prison straight away. That has never been done apparently, or has not been done for a very long time, and I confess I cannot think why. It is true the Law Society cannot do it, but they could put the court in motion and the court can do it, or anybody else interested in the matter might move before this court. It is true that the unqualified person cannot act unless there is a solicitor ready to act with him, and if you punish all the solicitors ready to act the unqualified person is left out in the cold, so to speak. But though that is true, Parliament did not contemplate that as enough. Parliament contemplated the punishment of the solicitor and the punishment of the unqualified person. Now I have seen enough since I have had the honour of being a member of this court to know that the courts are infested—I can use no other word—by a number of these unqualified persons, who do a world of harm in getting up cases which ought not to be brought into court, and committing the evils that this Act is aimed at, and I say what I do because I think it is high time that the Law Society or someone else should see that against those persons the penalties enacted by the 32nd section of the Act of 1888 are asked for.

[*Mr. Hollams.*—I desire to say in reference to what Darling, J., has said that section 2 of the Act of 1843, covers the same offence of an unqualified person, and that the Law Society are fully alive to the obligation resting upon them to take proceedings where they can find evidence of an act contrary to that section which would mean acting contrary to section 32 of the Act of 1888. In the case now before your Lordships they have not taken such steps because, pending this report, which might not have been affirmed by the court, the evidence was not fully affirmed. DARLING, J.—There is still the opportunity. *Mr. Hollams.*—Yes, and the Law Society are fully alive to that.]

The court then ordered that Robert Farrer Mason, of 63 Great Tower-street, London, be struck off the Rolls and pay the costs of the inquiry and of this motion.—COUNSEL, *Hollams; Edmundson.* SOLICITORS, *The Solicitor to the Incorporated Law Society; R. Horner Hargreaves.*

[Reported by ERSKINE REID, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

2 August.—EDMUND POOLEY (86, Brompton-road, London).
" —CHARLES BULLOCK (Berkampstead).
" —CHARLES EDWARD HOPE (5, Carter-lane, London).
3 " —ROBERT FARRER MASON (63, Great Tower-street, London).
7 " —THOMAS WILLIAM GARROLD (Hereford).
" —WALTER ETHELBERT STACEY EARNSHAW WALL (1, Mitre-court, Temple, and Willesden Green).
8 August.—EDWARD RICKETTS (4, Arundel-place, Haymarket, London).

The condition of Mr. Commissioner Kerr, who has been in failing health for some time past, is very much improved.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 8th inst., Mr. Sidney Smith, in the chair. The other directors present being: Messrs. H. C. Beddoe, J.P. (Hereford), W. F. Blandy (Reading), J. Roger, B. Gregory, Samuel Harris (Leicester), Richard Pennington, J.P., Sir George H. Lewis, and J. T. Scott (Secretary).

A sum of £776 was distributed in grants of relief, four new members were admitted to the association, and other general business transacted.

THE LAND REGISTRY.

The report of the Council of the Incorporated Law Society, recently issued, contains the following returns: Returns, in continuation of the Return No. 463 of the year 1894, of the work done in the Land Registry under the Land Transfer Acts, 1875 and 1897, the Land Registry Act, 1862, the Mortgage Debenture Acts, 1865 and 1870, the Improvement of Land Act, 1864, the Land Charges Registration and Searches Act, 1888, the Middlesex Registry Act, 1708, and the Land Registry (Middlesex Deeds) Act, 1891, and shewing the amount of fees received each year, and the amount of salaries and expenses each year, in the Land Registry, from the 1st day of April, 1895, to the 31st day of March, 1899.

1. Under the Land Transfer Acts, 1875 and 1897.

(*a*) The number, value, and acreage (where known) of estates, the titles to which were annually registered, on first registration, from the 1st day of January, 1895, to the 31st day of December, 1898, shewing the numbers of estates registered with absolute, qualified, and possessory title, and leaseholds, and also the number of estates registered under the Small Holdings Act, 1892:

	Number.
Absolute	25
Qualified	—
Possessory	26
Leasehold	—
Total	51
Value (on first registration)	£360,000
Acreage	A. 63,924
Number of estates registered under the Small Holdings Act, 1892:	
In 1895	2
In 1896	1

(*b*) The total number of separate estates on the register under the 1875 and 1897 Acts on the 31st day of December, 1898, was:

(i) By first registration	345
(ii) By sub-division of estates already registered	1,101
(iii) By transfer from the 1862 register	464
Total	1,910

2. Under the Land Registry Act, 1862.

(*a*) The total number, value, and acreage (where known) of estates, the titles to which were registered on first registration, was as follows:

Number	411
Value (on first registration)	£5,346,437
Acreage	A. 49,117

(*b*) The total number of separate titles on the register (under the 1862 Act) on the 31st day of December, 1898, was as follows:

(i) By first registration	374
(ii) By sub-division of estates already registered	2,737
Total	3,111

(*c*) The total number of separate titles which had been removed from the 1862 register on the 31st day of December, 1898, otherwise than by transfer to the 1875 register, was 263, out of a total of (3,111+263=) 3,374 titles registered under the Act of 1862.

The area of land so removed was 76 acres, out of the total of 49,117 registered under the same Act.

3. Under both the Acts of 1875 and 1862.

(*a*) The total number, value, and acreage (where known) of separate titles on the register on the 31st day of December, 1898, was as follows:

Number	5,021
Present value (about)	£15,000,000
Acreage	A. 111,930

It will be observed that these figures represent the state of the registry on the eve of the commencement of compulsory registration. At that time the register comprised land in almost every county in England, and in several Welsh counties. The properties are of every description, from extensive settled estates of several thousand acres, down to small plots in towns and villages, agricultural properties, building estates, and urban holdings, including valuable sites in the city of London and elsewhere.

(*b*) The total number and value (where known) of transactions annually registered from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

	1895.	1896.	1897.	1898.
	No.	No.	No.	No.
(I.) First registrations	18	13	8	17
(II.) Conveyances, transfers, and transmissions of land	405	525	490	549
(III.) Mortgages, charges, further charges, and transfers of mortgages and charges ...	236	291	201	238
(IV.) Reconveyances of mortgages and cessations of charges	165	153	156	137
(V.) Leases and surrenders of leases	61	93	353	87
(VI.) Miscellaneous	37	38	130	91
Total	932	1,113	1,338	1,119
Total value of the above (where ascertainable)	£ 853,313	£ 1,120,024	£ 1,588,782	£ 1,498,371

4. Under the Mortgage Debenture Acts, 1865 and 1870, and the Improvement of Land Act, 1864, the nature and amount of the work from the 1st of January, 1895, to the 31st of December, 1898, has been as follows:

(i) *Under the Mortgage Debenture Acts.*—Under the winding up of the Land Securities Co. (which was the only company that had availed itself of the Mortgage Debenture Acts), ninety orders of court have been filed as to delivery of deeds.

(ii) *Under the Improvement of Land Act.*—Under the Improvement of Land Act, memorials of improvement charges are to be registered in the Land Registry, and the register of them is open to public inspection. These are now virtually superseded by provisions contained in the Land Charges Registration and Searches Act of 1888, the memorials being registered in the Land Charges Department, and the revenue arising therefrom (£26 12s. from 1st of January, 1895, to 31st of December, 1898) is included in the following heading No. 5.

5. Under the Land Charges Registration and Searches Act, 1888, the number of registrations, official searches, and ordinary searches annually made, from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

Year.	Registration.	Official Searches.	Ordinary Searches.
1895	466	2,705	18,440
1896	556	3,146	23,710
1897	513	3,027	25,659
1898	605	3,731	28,276

6. Under the Middlesex Registry Act, 1708, and the Land Registry (Middlesex Deeds) Act, 1891, the number of registrations and searches annually made, from the 1st day of January, 1895, to the 31st day of December, 1898, is as follows:

	1895.	1896.	1897.	1898.
Registration	40,589	47,702	49,160	52,292
Searches	17,199	20,945	21,708	22,838

7. The amount of fees received each year, and the amount of salaries and expenses each year, in the Land Registry, from the 1st day of April, 1895, to the 31st day of March, 1899, distinguishing, with respect to the period since the Land Transfer Act, 1897, came into operation, for the purposes of section 22 of that Act, the fees received and salaries and expenses paid under the Land Transfer Acts and the other Acts above referred to.

Year.	Salaries and Expenses.	Fees.
	£	£
1895-96	7,387	17,224
1896-97	7,750	20,139
1897-98	7,883	20,262
1898-99	11,949	21,844

The Land Transfer Act, 1897, came into operation on the 1st of January, 1898. The 22nd section of that Act provides that "the fee orders relating and incidental to registration of title shall be arranged from time to time so as to produce an annual amount sufficient to discharge the salaries and other expenses (including the annual contribution to the insurance fund) incidental to the working of the principal (1875) Act, and this Act and no more."

Owing to the fact that many of the salaries are paid to officers who are engaged in working the Land Registry Act, 1862, the Middlesex Registry Acts, and the other Acts above mentioned, as well as the Land Transfer Acts, 1875 and 1897, the apportionment required by this section can only be approximately made: subject to this, it may be stated that the salaries and expenses incidental to the working of the Land Transfer Acts, 1875 and 1897, during the financial year 1898-99 (which is the only complete financial year in which the latter Act has been in operation) were about £5,000.

The salaries and expenses include a large sum devoted to preparatory work and training required to meet the commencement of compulsory registration in part of London on the 1st of January, 1899. Owing to this date being near the end of the financial year, there was not sufficient time for the increase of receipts to counterbalance the preparatory outlay, and the amount produced by fees under the same Acts was £2,203. No contribution was made to the Insurance Fund.

C. F. BRICKDALE,
Assistant Registrar.

Land Registry, 19th July, 1899.

LEGAL NEWS.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

CHARLES ATKINS COLLINS, WILLIAM JOHN MANN, and EDWARD BURCHELL RODWAY, solicitors (Collins, Mann, & Rodway), Trowbridge, Wilts, as regards the said Charles Atkins Collins. July 19.

OSWALD SADD and ERNEST ARTHUR BRACEY, solicitors (Sadd & Bracey), Norwich. June 30. [*Gazette*, August 3.

GENERAL.

It is stated that Mr. Justice Buckley, having cleared the whole of his list, will not sit again in court before the long Vacation, and that he was to attend on Thursday at Judges' Chambers to gain some familiarity with the practice of the Queen's Bench Division.

Representatives of the English Bar having been invited to attend the International Congress of Comparative Law now being held in Paris, the Bar Council nominated Mr. Crackanthorpe, Q.C., and Mr. Forbes Lankester to attend, and they are now in Paris for the purpose.

It is announced that the Probate and Divorce Registrars will not tax any bill of costs or proceed upon any petition and alimony after Saturday, 11th of August, until Wednesday, 24th of October, except under special circumstances to be stated in a written application addressed to them.

It is announced that there will be a special service in Westminster Abbey on Wednesday, 24th of October next, the first day of the Michaelmas sittings of the Law Courts, at which the Judges and members of the legal profession will attend, and that the arrangements will be the same as last year.

The sixth quinquennial International Prison Congress began at Brussels on Monday, and will terminate on the 13th inst. The principal Governments of the world are, says the *Times*' correspondent, represented by their official delegates. Amongst others, these include Mr. Ruggles-Brise and Mr. Gibbons, of the English and Irish Prison Commissioners; M. Duflos, from France; M. Salomon, from Russia; M. Brusa, from Italy; Dr. Von Engelburg, from Germany; M. Wieselgren, from Sweden; M. Woxen, from Norway; Mr. S. J. Barrows, from the United States, and their several colleagues.

The nineteenth conference of the International Law Association will be held at Rouen on Monday the 20th inst. and following day. The Hon. Simeon Baldwin, Judge of the Court of Errors, Connecticut, U.S., will preside, and among those who have intimated their intention of being present are the Master of the Rolls, Mr. Justice Bigham, Mr. Justice Phillimore, Mr. Joseph Walton, Q.C., Mr. Alderson Foote, Q.C., Mr. Carver, Q.C., the Hon. M. W. Seymour, the Hon. R. Benedict, and the Hon. Lynde Harrison, of the United States, Mr. Thomas Barclay (president of the British Chamber of Commerce, Paris), Senator Waddington, of Rouen, Professor the Marquis Corsi, Messrs. G. G. Phillimore and J. G. Alexander (hon. secretaries).

"Q.C." writes to the *St. James's Gazette* to say that: "Some years ago a story was current in London which may or may not be true, but is worth recalling now. I think I heard Lord Coleridge tell it at the bench of the Middle Temple, but of this I am not sure. When Lord Coleridge was in America two men were found by the police with loaded revolvers on them who were suspected of intending to make an attempt on the Chief Justice's life. They were dismissed by the police, with an intimation that the Chief Justice was popular with Americans, and that if any attempt were made on his life the person who made it would never be tried. The American method was perfectly successful, and nothing more of any attempt to injure him was heard."

On Monday last the Royal Assent was given to (among other Bills) the following Bills: Merchant Shipping (Liability of Shipowners and Others), Cruelty to Wild Animals in Captivity, Ancient Monuments Protection, Oil in Tobacco, Members of Local Authorities Relief, Reserve Forces, Volunteers, Prohibition of Exportation of Arms, Expiring Laws Continuance, Post Office Sites, and Public Works Loans; and on Wednesday the Royal Assent was given to the following Bills, among others: Consolidated Fund Appropriation, Supplemental War Loan, Naval Reserve, Housing of the Working Classes Act (1890) Amendment, Agricultural Holdings, Companies, Moneylending, County Courts (Investment of Deposits), Military Lands, and Colonial Stock.

At the Bow-street Police-court, on the 2nd inst., Thomas Dale, who formerly practised as a solicitor at Furnival's-inn, and later at Stone-buildings, Lincoln's-inn, was charged on remand with forging and uttering two deeds of conveyance. Mr. Bodkin and Mr. Frayling appeared on behalf of the Director of Public Prosecutions; Mr. J. Sykes defended. Mr. Bodkin said that, in addition to the charge of forgery under section 20 of the Forgery Act, there would be a charge, under section 38 of the same Act, of demanding £1,200 by virtue of forged instruments; and he would further be charged, under section 28 of the Larceny Act, with obtaining this amount from a Mr. York by fraud and false pretences, and under section 88 of the same Act, with the theft of two documents entitling to land. The prisoner was remanded.

At the Basingstoke County Court, on the 3rd inst., says the *Times*, Judge Gye dealt with a case affecting the liability of bee-keepers. John Butter, a wood-dealer, sued the village postmaster, Mr. Longley, for the recovery of part of the value of an old mare which the defendant's bees stung to death, also 10s. on account of pain from bee stings suffered by plaintiff, 10s. for loss of use of part of a field adjoining the postmaster's garden, where the plaintiff's labourers could not work owing to the bees, and 20s. for extra labour through having to make a hayrick in another position. It was suggested, on the defendant's behalf, that some other person's bees were at fault, but the plaintiff and his witnesses established to his honour's satisfaction the fact that the bees came from the defendant's hives. Judge Gye, in giving judgment for the amount claimed, said that a bee-keeper kept bees at his own risk, and if they did damage he was liable.

A very sad double bathing fatality, says the *Daily News*, occurred on Tuesday on Poldhu Beach, Mullion, about six miles from the Lizard. Four gentlemen who were spending their holiday at Mullion went for a bathe together, and two of them, named Webb and Wykes, got out of their depth. Mr. Dexter, a member of the party, pluckily went to the assistance of his friends, and, being a strong swimmer, succeeded in saving Webb. Then, despite his previous exertions and the circumstance that there was a heavy ground sea, he swam to the rescue of Wykes. But the effort proved too much for him, and both he and Wykes were drowned. The bodies have not yet been recovered. Our Leicester correspondent telegraphs that the deceased gentlemen, Albert Dexter and Sydney Wykes, belonged to that town, and were solicitors. The latter, he says, leaves a widow. Mr. Dexter was a partner in the firm of Messrs. Burgess & Dexter.

The Pittsburg *Dispatch*, quoted by the *American Law Review*, says that the dry routine of proceedings before the Court of Claims in Washington was broken recently by a remarkable incident of real life. The case was that of Clara H. Flower against the United States for damages on account of the destruction of her husband's home and live stock by Federal troops during the Southern rebellion. Mr. James Fullerton, a Southern attorney, appeared as counsel for the claimant, and on the 4th of January came into court and asked that this particular case be advanced and heard at once. He made a dramatic appeal to the court, stating that he was suffering from a deadly malady, and that the doctors had informed him that he could not live more than a month. He added that he had peculiar personal reasons for closing the case in which he was engaged as attorney, and that he was the only man living who could complete it. This address had a marked effect upon the court and the attorneys present. The court consented to hear the claim at once. Despite his weakened condition, Mr. Fullerton made an able argument in behalf of his client, but at its conclusion he left the court-room in evident distress. The prediction of his physician in regard to the duration of his life was true, for about the middle of February, before a decision had been handed down, he died.

On the 3rd inst., before Mr. Registrar Giffard, a sitting was appointed for the public examination of Mr. Benjamin Greene Lake, solicitor. The receiving order, says the *Times*, was made on the 27th of June last on a creditor's petition, and the debtor subsequently furnished two statements of affairs. The statement filed by him "as surviving partner of the firm of Lake & Lake" disclosed unsecured liabilities £205,277, against assets estimated to produce £31,555, the latter amount including outstanding costs £20,000. He was unable to supply an accurate account of this deficiency, but stated that the losses mainly arose from the speculations of his late partner, George Edward Lake, in Kent Coal shares, such speculations being his ruin, and from bad debts. The losses of Mr. B. G. Lake in connection with these shares were estimated at £23,000. The statement of the debtor's private affairs showed liabilities £23,984 and assets £1,738. The first meeting of creditors was held on the 11th of July, when it was resolved that the debtor should be adjudged bankrupt and that no trustee be appointed. On the 14th of July the court adjudicated the debtor a bankrupt, and at the expiration of four weeks from that date the Board of Trade may exercise their power of appointing a trustee under section 21, sub-section 6, of the Bankruptcy Act, 1883. Upon the case being called, Mr. Chapman said that the usual summary of the statements of affairs and the observations of the official receiver had not yet been issued to the creditors, and an adjournment was therefore necessary. The case was a large one and would probably take time when it came on. Mr. Registrar Giffard, with the consent of all parties, adjourned the examination to the 26th of October.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Aug. 16.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To a Trust Estate, value £1,480 in Bank Shares; lady aged 76. Solicitor, J. B. Umpleby, Esq., London.

To One-sixth of a Trust Estate, value £9,450 Railway Stock; lady aged 69. Solicitors, Messrs. Gill, Archer, Maples, & Dun, Liverpool

To Share of a Trust Fund, value £1,475; lady aged 51 and gentleman aged 51. Also Life Interest. Solicitors, Messrs. Douglas-Norman & Co., London.

To £50, first charge on Trust Fund value £2,762, and One-fourth of the balance of the Fund; lady aged 77. Solicitors, Messrs. G. J. Vanderpump & Son, London.

To a Trust Fund, value £6,200 in Colonial Stocks; lady aged 67. Solicitors, Messrs. Indermaur & Brown, London, and Thomas A. Goodman, Esq., Brighton.

LIFE INTEREST of a lady aged 28 and gentleman aged 30 in a Trust Fund of £1,100, on Mortgage at 4 per cent. Solicitor, Charles F. Appleton, Esq., London.

INTEREST in possession of a gentleman aged 21, provided he attain 25, in £25,000 (see particulars). Solicitors, Messrs. Pearce-Jones & Co., London.

POLICIES:

For £100; gentleman aged 38. Solicitor, C. J. C. Pridham, Esq., London.

For £300 and £100. Solicitors, Messrs. Pashley & Hodgkinson, Rotherham.

SHARES, &c. Solicitor, E. T. Hargraves, Esq., London.

(See advertisements, this week, back page.)

Aug. 16.—Messrs. STIMSON & SONS, at the Mart, at 2 p.m.: Freehold Ground Rents. Solicitors, Messrs. Lee, Ockerby, & Everington, London. (See advertisement this week, p. 3.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 3.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARBHEAT-STANGE PATENT BARREL SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 5, to send their names and addresses, and the particulars of their debts or claims, to William Brock Keen, 3, Church ct, Old Jewry. Harries & Co, 38, Nicholas lane, solors to liquidator

CATARACT BARBERTON GOLD MINING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Edward Rawlings and Robert Benjamin Auckland, 25, Abchurch lane. Flux & Co, 3, East India avenue, solors to liquidators

JOINT STOCK CONVERSION AND INVESTMENT TRUST, LIMITED—Creditors are required, on or before Aug 15, to send their names and addresses, and particulars of their debts or claims, to Joseph Wilson Taylor, 34 and 35, Norfolk st, Strand. Lound, solor for liquidator

KINDER PRINTING CO, LIMITED—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Alfred Herbert Pownall, 42, Spring gdns, Manchester. Gartside, Manchester, solor for liquidator

LIVERPOOL STANDARD INVESTMENT BUILDING AND ADVANCE CO, LIMITED—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to James White and William Thomas Clough, 5, Harrington st, Liverpool. Mackay, Liverpool, solor for liquidators

PRINCESS ALIX GOLD MINES, LIMITED—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Ebenezer William Ayers, 18, St Swithin's lane. Neish & Co, 66, Watling st, solors to liquidator

RHODESIAN GOLD TRUST, LIMITED—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Charles Jermyn Ford, 81, Cannon st. Burn & Berridge, 11, Old Broad st, solors for liquidator

SAVAGE SOUTH AFRICA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to William Plender, 4, Lothbury. Slaughter & May, 18, Austinfriars, solors to liquidator

"VORTIGERN" SHIP CO, LIMITED—Creditors are required, on or before Sept 28, to send their names and addresses, and the particulars of their debts or claims, to David Edward Brown, 147, Leadenhall st

London Gazette.—TUESDAY, Aug. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LAKE SIDE NEW HOTEL, LIMITED—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to William Bolton, 13, Spring gdns, Manchester. Lawson & Co, Manchester, solors to liquidator

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 3.

WARBURTON, WILLIAM ARTHUR, Liverpool, Cotton Broker Sept 10 Warburton v T Chesters & Sons, Registrar, Liverpool Thompson, Liverpool

London Gazette.—TUESDAY, Aug. 7.

ASHPOLE, WILLIAM, Corbyn st, Hornsey rise, Builder Oct 1 Ashpole v Ashpole, Stirling, J Malkin & Co, Martin's lane

MARVIN, RICHARD, Southsea, Hants Aug 31 Crawter v Marvin, Stirling, J Bowling, Southsea

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, August 3.

ALCHIN, WILLIAM, and ELLEN ALCHIN, Croydon Sept 30 Marshall & Liddle, Croydon

BEKS, ARTHUR, Knutton, Stafford Aug 20 T. & E. Slaney, Newcastle

BLOMFIELD, Admiral HENRY JOHN, Pall Mall Sept 15 Withall & Co, Victoria st

BOURFIELD, BENJAMIN, Parnell rd, Old Ford, Fishmonger Sept 14 Anning & Co, Cheapside

BRASH, EMMA, South Shields Sept 1 Scott, jun, South Shields

BROWN, JOSEPH JOHN, Reigate Sept 14 Brown & Co, Finsbury pavement

CHAMBERLAIN, ALFRED ARTHUR, Chilton Mill, nr Hungerford, Wilts, Corn Merchant Sept 1 Phelps, Ramsbury

CLARIDGE, ANN, Banbury, Oxford Sept 4 Fairfax, Banbury

CLARK, ALBERT RICHARD, East Grinstead, Licensed Victualler Sept 4 Hasties & Co, East Grinstead

CROSS, MABEL, Heaton, nr Bolton Sept 3 Broadbent & Heelis, Bolton

DAWSON, ANN, Fairford, Gloucester Sept 1 Iles, Fairford

DEWICK, HANNAH, Bow Sept 1 Snow & Co, Great St Thomas Apostle

FORLONG, the Rev ROBERT ROCHFORT, Hemley, Woodbridge Sept 11 Welton, Woodbridge

FUSSELL, ELIZABETH ANN, Oxford Sept 1 Newman & Co, Clement's inn

HART, SARAH, Wellington, Somerset Sept 29 Booker, Wellington

HOARE, HENRY FREDERICK, Goldhurst ter Sept 1 Close & Co, Bloomsbury sq

JACKSON, JOHN WILLIAM, Bromley by Bow, Journeyman Blacksmith Aug 30 Colyer & Colyer, Wych st, Strand

JONES, WILLIAM, Swansea Aug 31 Collins & Woods, Swansea

KEENE, HENRY, Ryde, I of W Sept 8 Eldridge & Sons, Newport, I of W

KIRBY, MARGARET, Newcastle upon Tyne Sept 25 Gibson & Co, Newcastle upon Tyne

LACON, HENRY SIDNEY HAMMETT, Great Yarmouth Sept 15 Maples & Co, Frederick's pl, Old Jewry

LACY, HELEN MARIA EDEN, Kensington Sept 24 Burch & Co, Spring gdns

LAMPRELL, JANE, Kentish Town Sept 10 Emanuel & Simmonds, Finsbury circus

MAGRUDER, SARAH AINSWORTH, Brighton Sept 10 Taylor & Co, Bedford row

MORRISON, MARTIN, Carlton in Cleveland, York, Colliery Owner Sept 18 Trotter & Co, Bishop Auckland

NEWSON, SARAH, Gt Pealings, Suffolk Sept 11 Welton, Woodbridge

NORMAN, EDMUND JOHN, Stratford Aug 31 Prestons, Stratford

PAULET, ELIZA SARAH, Cheltenham Oct 20 Parker & Parker, Selby

PEARCE, NATHANIEL, Silver st, Wood st Sept 1 Poole & Robinson, Union ct, Old Broad st

PEASE, MARY ANN, Bradford Aug 31 Taylor & Co, Bradford

PEEL, FRANK GERALD, Grey Coat gdns, Westminster Sept 13 Blyth, New ct, Lincoln's inn

PORTER, JOHN, Manchester, Merchant Sept 1 Scholes, Manchester

POWER, ELLEN LOUISE, Tenby, Pembrokeshire Sept 1 Robert & Co, Tenby

RAOADHOUSE, ANN, Greasborough, York Sept 15 Oxley & Coward, Rotherham

RICHARDS, ANN, Moss Side, nr Manchester Sept 29 Diggles & Ogden, Manchester

RUXTON, GEORGE RAWDON, South Kensington Sept 15 Oliver, Corbet ct, Gracechurch st

SAWYER, GEORGE, London st, Fitzroy sq, Musical Plate Engraver Sept 8 Harrison, Great James st

SEYMOUR, HENRY MEAKES, New Windsor, Berks, Dentist Sept 1 Trevor, King William st

STUCLEY, Sir GEORGE STUCLEY, Hartland Abbey, Devon Aug 31 Battishill & Houlditch, Exeter

TAYLOR, EDWARD BRAY, Huddersfield, Mechanic Sept 3 Laycock & Co, Huddersfield

THORPE, GEORGE JOHN, Camden Town, Architect Sept 12 Wheatly & Co, New Inn, Strand

WAIT, JAMES, Leytonstone Aug 31 Prestons, Stratford

WANNOP, JOHN CHRISTOPER, Carlisle, Solicitor Sept 23 Hodgson, Carlisle

London Gazette.—TUESDAY, Aug. 7.

AYRES, JOSEPH, Cambridge Aug 23 Bailey, Cambridge

BOTT, JOSEPH TAYLOR, Acocks Green, Warwick, Bedstead Manufacturer Sept 15 Jagger, Birmingham

BRIDCUT, JOHN, Birmingham Sept 15 Jagger, Birmingham

COX, GEORGE, King William st, Strand Sept 15 Rooks & Co, King st

DAWSON, EDWARD THOMAS MILES, Ashford, Kent Sept 1 Kingsford & Drake, Ashford

EGAR, REBECCA, Holbeach, Lincs Sept 14 Sturton, Holbeach

EVANS, THOMAS, Llanwonno, Glam Aug 18 Spencers & Evans, Cardiff

FAIREY, MARY, Gravesend Sept 1 Hilder, Gravesend

GRAHAM, WILLIAM JAMES, Lowestoft Sept 8 Synnot, Manningtree

HOLT, ROBERT HALLETT, Devonshire ter, Portland pl, Barrister Sept 6 Simpson & Co, Moorgate st

HORNBY, SQUIRE, Batley, York, Beerhouse Keeper Sept 12 Law, Batley

JORDAN, ERNEST WILLIAM, Prestwich, Lancs, Barrister Sept 1 Holker & Co, Manchester

LILLY, HARRIET, Rednal, Worcester Sept 15 Jagger, Birmingham

MACDONALD, REBECCA, Chelsea Sept 15 St. Barbe & Co, Delahay st

MEAD, SAMUEL ARGILL, Longstone, Derby Aug 31 Boote & Co, Manchester

MILLS, THOMAS, Southport, Cashier Oct 1 Clayton & Sons, Ashton under lyne

PULMAN, JAMES HEARD, Wandsworth Sept 21 Pennington & Son, Lincoln's inn fields

REDHEAD, RICHARD MILNE, Seedley, Pendleton Aug 21 Crofton & Co, Manchester

SHARP, JAMES, Dartford, Kent, Timber Merchant Sept 12 Greaves, Sergeant's inn

SHORTER, JOHN, Chigwell, Essex Sept 6 Hanbury & Co, New Broad st

SMITH, FRANCIS, Blackfriars rd Oct 30 Andrew & Co, Gt James st

SPROSTON, JAMES, Great Yarmouth, Fish Merchant Aug 18 Burton & Son, Great Yarmouth

STEWART, JOHN ARCHIBALD SHAW, Chester sq Sept 17 Hatfield & Co, Davies st

SUTCLIFFE, ANN, Halifax Sept 8 Jubb & Co, Halifax

TAYLOR, MARGARET, Salford, Lancs Sept 30 Coope, Bolton

UMBERS, EDWIN MILES, Edgbaston, Brewer's Traveller Sept 4 Rowlands & Co, Birmingham

WHEATLEY, JESSE, East Molesey, Surrey, Builder Sept 30 Brook, East Molesey

WILLISCROFT, WILLIAM HENRY, Dudley, Worcester Sept 10 Hooper & Fairbairn, Dudley

WILSON, BECKETT ELLIS, Harrogate, York Sept 17 Simpson & Simpson, Leeds

WINGROVE, GEORGE, Moseley, Worcester, Manufacturer Sept 14 Snow & Atkins, Birmingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 3.

RECEIVING ORDERS.

ADCOCK, JOSEPH GEORGE, Walsall, Journeyman Brush Maker Walsall Pet Aug 1 Ord Aug 1

AINSCOUGH, NATHAN, Churchtown, Southport, Farmer Liverpool Pet July 19 Ord Aug 1

ASTLEY BROS, Warwick ct, Holborn, Architects High Court Pet July 12 Ord July 31

BAYLISS, GEORGE, jun, Birmingham, Builder Birmingham Pet July 26 Ord July 26

BEAL, ALFRED HENRY, Conduit st, Land Agent High Court Pet June 28 Ord July 31

BLACKBURN, ALBERT ARTHUR, Middlesborough, Grocer Middlesborough Pet July 30 Ord July 30

BOULTER, GEORGE, Whitechapel, Packing-case Maker High Court Pet July 30 Ord July 30

BUTLER, GAMALIEL JAMES, Brixton, Grocer High Court Pet Aug 1 Ord Aug 1

CARROLL, JAMES WILLIAM, and JOHN SWIFT, Liverpool, Kitchen Range Manufacturers Liverpool Pet Aug 1 Ord Aug 1

CURTIS, HENRIETTA CHARLOTTE, Albemarle st High Court Pet July 31 Ord July 31

DEANE, THOMAS, Lawrence ln, Manufacturer's Agent High Court Pet June 27 Ord July 30

GIBBS, EDWIN JAMES, Northampton, Shoe Manufacturer Northampton Pet April 18 Ord July 31

GOFF, HARRY, Reading, General Shop Keeper Reading Pet July 28 Ord July 28

GREENHALGH, JOSEPH, Westhoughton, Lancs, House Furnisher Bolton Pet Aug 1 Ord Aug 1

GROVE, JAMES ALBERT, Stourbridge, Worcester, Baker Stourbridge Pet July 27 Ord July 27

HEDDITCH, HENRY, Preston, nr Weymouth Dorchester Pet Aug 1 Ord Aug 1

HERRIEFF, CHARLES FRANCIS, Banbury, Grocer Banbury Pet July 30 Ord July 30

HOBSON, WILLIAM, Milnrow, nr Rochdale, Publican Rochdale Pet July 20 Ord July 30

HORNE SAMUEL FREDERICK, Plymouth, Painter Plymouth Pet July 23 Ord July 23

HOWE, HENRY, Derby, Electrician Derby Pet Aug 1 Ord Aug 1

HUDSON, ARTHUR. Bradford, Furniture Dealer Bradford Pet July 31 Ord July 31

HUGHES. RICHARD HAMBLY, Gravesend, Licensed Victualler High Court Pet Aug 1 Ord Aug 1

HUNT, THOMAS, Small Heath, Birmingham, Fruiterer Birmingham Pet Aug 1 Ord Aug 1

JONES, THOMAS HENRY, Northwich, Grocer Nantwich Pet July 31 Ord July 31

KIDDLE, JAMES, Shirehampton, Glos, Master Wheelwright Bristol Pet July 30 Ord July 30

LAMB, JOHN WILLIAM, Byker, Newcastle on Tyne, Grocer Newcastle on Tyne Pet July 30 Ord July 30

LEVIN, ISAAC LIALTER, Denton, Grocer Ashton under Lyne Pet July 9 Ord July 27

MARTIN, HENRY WILSON, Falcon sq. Fancy Goods Importer High Court Pet July 31 Ord July 31

NICHOLLS, WILLIAM JAMES, Queen's Ferry, Flint, Cycle Agent Chester Pet July 24 Ord July 30

OFFER, ALBERT JAMES, Melksham, Wilts, Journeyman Printer Bath Pet July 31 Ord July 31

PADBURY, GEORGE, Highbury, Cycle Maker High Court Pet July 6 Ord Aug 1

PAPPIN, GEORGE, Newquay, Cornwall, Builder Truro Pet July 31 Ord July 31

PAYNE, ERNEST GEORGE, Doddington, Cambs, Hay Merchant Peterborough Pet July 31 Ord July 31

PAYNE. FRANK, Hammersmith, Butcher High Court Pet July 13 Ord Aug 1

PINNOCK, HARRY, Lower Heyford, Northampton, Baker Pet July 30 Ord July 30

ROLFE, FREDERICK JAMES, Brixton, Confectioner High Court Pet July 31 Ord July 31

SHUTTER, WILLIAM JAMES, Kennington High Court Pet July 31 Ord July 31

SMITH, FEWSON, Hedon, York, Joiner Kingston upon Hull July 31 Ord July 31

SMITH, WILLIAM, Leicester, Cabinet Maker, Leicester Pet Aug 1 Ord Aug 1

SWAIN, CLARA, Hove, Baker Brighton Pet July 30 Ord July 30

SWISS, ALFRED HENRY, Devonport, Stationer Plymouth Pet July 10 Ord July 30

TAPP, W, Chatham, Jeweller Rochester July 19 Ord July 30

THOMPSON, RICHARD, Newcastle on Tyne Newcastle on Tyne Pet July 30 Ord July 30

TUCKER, EMANUEL, Manchester, Baker Manchester Pet July 30 Ord July 30

Amended notice substituted for that published in the London Gazette of July 24:

VAUGHAN, FREDERICK LEWIS, Knightsbridge High Court Pet Mar 8 Ord April 26

FIRST MEETINGS.

BAUFELOT, FREDERICK, Henley on Thames, Baker Aug 10 at 2.30 Queen's Hotel, Reading

BLAKE, JAMES, Chorter's Hill, Kent, Superintendent Aug 10 at 11 30 24, Railway app, London Bridge

BLOOMER, WILLIAM, Oldham Aug 13 at 3 Off Rec, Bank chbrs, Queen st, Oldham

BOULTER, GEORGE, Whitechapel, Packing case Maker Aug 10 at 2.30 Bankruptcy bldgs, Carey st

CHAPPELL, THOMAS WILLIAM, Levenshulme, nr Manchester Underclothing Manufacturer Aug 10 at 2.30 Off Rec, Byrom st, Manchester

DAISLEY, JOHN, Cambridge, Shop Assistant Aug 10 at 12 Off Rec, 5, Petty Cury, Cambridge

DEANE, THOMAS, Lawrence ln, Manufacterer's Agent Aug 10 at 11 Bankruptcy bldgs, Carey st

FRANKS, ARTHUR WILLIAM, Carriage Builder Aug 10 at 12 County Court House, St Peter's gate, Nottingham

GEORGE, JOHN EDWARD, Pembroke Dock, Carriage Proprietor Aug 24 at 12 30 Temperance Hall, Pembroke Dock

GIBBS, EDWIN JAMES, Northampton, Shoe Manufacturer Aug 13 at 2 Off Rec, County Court bldgs, Sheep st, Northampton

GOLDING, FREDERICK WILLIAM Haddenham, Cambridge, Ironmonger Aug 10 at 12.30 Off Rec, 5, Petty Cury, Cambridge

HAMLYN, HENRY WILLIAM, Kingston upon Hull, Grocer Aug 10 at 12 Off Rec, Trinity House ln, Hull

HICKEY, PATRICK, Battersea, Hatter Aug 10 at 12 30 24, Railway app, London Bridge

HORNE, SAMUEL FREDERICK, Plymouth, Painter Aug 10 at 11 6, Athenæum terr, Plymouth

HUGHES, JOHN HENRY, Menai Bridge, Anglesey, Coothier Aug 10 at 2 Ship Hotel, Bangor

JEKKIN, WILLIAM CHARLES, Hayle, Cornwall, Grocer Aug 15 at 12 Off Rec, Boscawen st, Truro

JONES, OWEN, Penygroes, Carnarvons, House Furnisher Aug 10 at 12.30 Ship Hotel Bangor

KERR, THOMAS WILLIAM, Carter ln, Licensed Victualler Aug 13 at 12 Bankruptcy bldgs, Carey st

MICHEL, ADRIEN, Hatton gdn, Working Jeweller Aug 10 at 2.30 Bankruptcy bldgs, Carey st

MUMFORD, EDGAR W, Scilly Islands, Cornwall, Box Manufacturer Aug 16 at 12 Off Rec, Boscawen st, Truro

NICHOLLS, WILLIAM JAMES, Queen's Ferry, Flint, Cycle Agent Aug 11 at 11 Crypt chmbrs, Eastgate row, Chester

PALMER, THOMAS. Nottingham, Journeyman Joiner Aug 10 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham

PAPPIN, GEORGE, Newquay, Cornwall, Builder Aug 15 at 2 Off Rec, Boscawen st, Truro

PHILLIPS, JOHN, and JOSEPH HENRY JOHN PHILLIPS, Coventry, Painters Aug 11 at 11.30 17, Hertford st Coventry

PINNOCK, HARRY, Lower Heyford, Northampton, Baker Aug 13 at 3 Off Rec, County Court bldgs, Sheep st, Northampton

REX. ALBERT HENRY, Southsea, Painter Aug 10 at 3 Off Rec, Cambridge junc, High st, Portsmouth

RIGLER, JOHN, Kinson, Dorset, Market Gardener Aug 10 at 12.30 Off Rec, Endless st, Salisbury

ROBERTS, GEORGE, Cardiff, Commission Agent Aug 13 at 11 117, St Mary st, Cardiff

SANDERS, ROBERTS, Southsea, Picture Frame Maker Aug 10 at 3.30 Off Rec, Cambridge junc, High st, Portsmouth

SHUTTER, WILLIAM JAMES, Kennington, Cab Proprietor Aug 15 at 2.30 Bankruptcy bldgs, Carey st

SIMMONS, WILLIAM, Stoke Newington, Merchant Aug 13 at 12 Bankruptcy bldgs, Carey st.

STANLEY, CHARLES, Accrington, Jeweller's Manager Aug 22 at 12.30 County Court house, Blackburn

STEVENS, FRANK, Reading, Market Gardener Aug 10 at 3.30 Queen's Hotel, Reading

TANFIELD, JOHN WALTER, Beverley, Yorks, Cycle Engineer Aug 10 at 11 Off Rec, Trinity House ln, Hull

TAPP, W, Chatham, Jeweller Aug 20 at 11.30 115, High st, Rochester

WARNER, WILLIAM EDWARD, Uttoxeter, Cabinet Maker Aug 10 at 12 Off Rec, 47, Full st, Derby

WHITE, EDWARD, Burnley, Greengrocer Aug 10 at 11 Off Rec, 14, Chapel st, Preston

WICKHAM, WILLIAM, Kensington Aug 13 at 1 Bankruptcy bldgs, Carey st

Amended Notice substituted for that published in the London Gazette of June 22:

PEACH, JOHN HENRY, Peterborough, Poulterer July 20 at 11.45 Law Courts, New rd, Peterborough

ADJUDICATIONS.

BLACKBURN, ALBERT ARTHUR, Middlesborough, Grocer Middlesborough Pet July 30 Ord July 30

BOULTER, GEORGE, Whitechapel, Packing Case Maker High Court Pet July 30 Ord July 30

BUTLER, GAMALIEL JAMES, Battersea Park rd, Grocer High Court Pet Aug 1 Ord Aug 1

CHURCH, FRANCIS WILLIAM, Bristol, Brewers' Agent Bristol Pet July 21 Ord Aug 1

COLES, SYDNEY GEORGE RANDOLPH, Eastbourne, Professor of Music Eastbourne Pet July 27 Ord July 31

COLLARD, FREDERICK, Blakeney, Glos, Grocer Gloucester Pet June 19 Ord July 30

COOK, GEORGE HAPPELL, Fann st High Court Pet June 6 Ord July 30

GEORGE, JOHN EDWARD, Pembroke Dock, Carriage Proprietor Pembroke Dock Pet July 27 Ord Aug 1

GOFF, HARRY, Reading, General Shop Keeper Reading Pet July 28 Ord July 28

GREEN, FREDERICK, Kenilworth, Bone Dealer Warwick Pet June 29 Ord Aug 1

GREENHALGH, JOSEPH, Westhoughton, Lancs, House Furnisher Bolton Pet Aug 1 Ord Aug 1

GROVE, JAMES ALBERT, Stourbridge, Baker Stourbridge Pet July 27 Ord July 27

HANDL, MAURICE, Craven st, Strand, Journalist High Court Pet June 12 Ord July 28

HEDDITCH, HENRY, Preston, nr Weymouth Dorchester Pet Aug 1 Ord Aug 1

HINCHCLIFFE, SAM, Leeds, Wool Waste Merchant Leeds Pet June 29 Ord July 30

HOBSON, WILLIAM, Milnrow, nr Rochdale, Publican Rochdale Pet July 20 Ord July 30

HORNE, SAMUEL FREDERICK, Plymouth, Painter Plymouth Pet July 23 Ord July 23

HOWE, HENRY, Derby, Electrician Derby Pet Aug 1 Ord Aug 1

HUDSON, ARTHUR, Bradford, Furniture Dealer Bradford Pet July 31 Ord July 31

JONES, THOMAS HENRY, Northwich, Grocer Nantwich Pet July 31 Ord July 31

LAMB, JOHN WILLIAM, Durham, Newcastle on Tyne, Grocer Newcastle on Tyne Pet July 30 Ord July 31

LESLIE, HENRY JOHN, Lyric Theatre, Shaftesbury av, Theatrical Agent High Court Pet Feb 2 Ord July 28

NICHOLLS, WILLIAM JAMES, Queen's Ferry, Flint, Cycle Agent Chester Pet July 24 Ord July 30

OFFER, ALBERT JAMES. Melksham, Wilts, Journeyman Printer Bath Pet July 31 Ord July 31

ORCHARD. WILLIAM JOHN, Brighton, Licensed Victualler Brighton Pet June 13 Ord July 30

PAPPIN, GEORGE, Newquay, Cornwall, Builder Truro Pet July 31 Ord July 31

PAYNE, ERNEST GEORGE. Doddington, Cambridgeshire, Hay Merchant Peterborough Pet July 31 Ord July 31

PINNOCK. HARRY, Lower Heyford, Northampton, Baker Northampton Pet July 30 Ord July 30

PURVES, THOMAS, Berwick upon Tweed, Millwright Newcastle on Tyne Pet July 26 Ord July 30

ROBERTS, GEORGE, Cardiff, Commission Agent Cardiff Pet July 24 Ord Aug 1

SHUTTER, WILLIAM JAMES, Kennington High Court Pet July 31 Ord July 31

SMITH, FEWSON, Hedon, York, Joiner Kingston upon Hull Pet July 31 Ord July 31

SMITH, WILLIAM, Leicester, Cabinet Maker Leicester Pet Aug 1 Ord Aug 1

TAYLOR, ALFRED R, Birmingham, Grocer Birmingham Pet July 2 Ord July 27

THOMPSTONE, SAMUEL, senr, Edingale, Stafford, Farmer Birmingham Pet May 28 Ord July 27

TUCKER, EMANUEL, Manchester, Baker Manchester Pet July 30 Ord July 30

WILLIAMS, JOHN, Handsworth Birmingham Pet July 14 Ord July 30

ZAKHEIM, REGINA, Stratford, Draper High Court Pet June 8 Ord July 30

ADJUDICATIONS ANNULLED.

SIMS, AUBREY B, Bolingbroke gr, Wandsworth common, Stockbroker's Clerk High Court Adjud Dec 15, 1898 Annul July 19

SALMON, THOMAS HENRY, Kettering, Northampton, Engineer Northampton Adjud June 6, 1899 Annul July 10

RECEIVING ORDERS.

London Gazette.—TUESDAY, Aug. 7.

BECKLEY, LOUISA ANN, Great Bridge, Staffs, Grocer Dudley Pet July 6 Ord Aug 2

BENTLEY, THOMAS, Wigan, Butcher Wigan Pet Aug 3 Ord Aug 3

BLAKEY, WILLIAM, Mareke, nr Richmond, Yorks, Schoolmaster Northallerton Pet Aug 1 Ord Aug 1

CALAM, HARRY WATSON, Leeds, Fent Merchant Leeds Pet Aug 3 Ord Aug 3

CAVANAGH, JOSEPH WILLIAM, Warrington, Newsagent Warrington Pet Aug 4 Ord Aug 4

COLE, W, East Grinstead Tunbridge Wells Pet July 6 Ord Aug 2

COLES, ARTHUR CHARLES, Bath, Innkeeper Bath Pet July 23 Ord Aug 3

COOCH, THOMAS WILLIAM, Norwich, Tobacconist Norwich Pet Aug 4 Ord Aug 4

COSTA, FRANCESCO, Haymarket, Restaurateur High Court Pet Aug 2 Ord Aug 2

COTTRELL, JOSEPH, Bristol, Clerk Bristol Pet Aug 4 Ord Aug 4

DAVIES, WILLIAM, Elswick, Lancs, Farmer Preston Pet Aug 2 Ord Aug 2

FAULKNER, RICHARD, Leicester, Labourer Leicester Pet Aug 3 Ord Aug 3

GALLARD, WILLIAM JENKINSON, Northampton, Bank Cashier Northampton Pet July 16 Ord Aug 3

GOLDMAN, PHILIP, Leeds, Slipper-Manufacturer Leeds Pet Aug 2 Ord Aug 2

GREEN, CHARLES E, Piccadilly High Court Pet July 3 Ord Aug 3

HASKELL, WILLIAM, Springbourne, Bournemouth, Boot-maker Poole Pet Aug 2 Ord Aug 2

HELLEN, ALBERT, Copford, Essex Colchester Pet Aug 1 Ord Aug 2

HELLIAR & WARD, Stamford Hill, Printers High Court Pet July 19 Ord Aug 3

HOLDSWORTH, WALTER, Cannon st, Wine Merchant High Court Pet Feb 22 Ord Aug 3

HOTINE, FREDERICK, Temple chmbrs, Tudor st High Court Pet May 12 Ord June 29

LEEMING, WATSON, Burnley, Livery-stable Proprietor Burnley Pet July 21 Ord Aug 2

MACIVER, CHARLES, and THOMAS MUIR KERR, Liverpool, African Merchants Liverpool Pet Aug 3 Ord Aug 3

MANN, SETH, Mirfield, Fishmonger Dewsbury Pet Aug 3 Ord Aug 2

MARTIN, HENRY, Birmingham, Cabinet Maker Birmingham Pet July 26 Ord Aug 4

MAURICE, T R T, Albert Embankment High Court Pet June 25 Ord July 25

MAXWELL, GEORGE EDWARD, Clapham, Builder High Court Pet July 14 Ord Aug 1

PIMLOTT, PETER, Dudley Dudley Pet Aug 2 Ord Aug 3

RICHARDSON, ARTHUR SIBLEY, Leeds, Boot Factor Bradford Pet Aug 1 Ord Aug 1

ROBERTS, EDWIN, Birmingham, Tailor Birmingham Pet June 20 Ord Aug 3

ROWE, HARRY, Teignmouth, Provision Dealer Exeter Pet Aug 2 Ord Aug 2

SHERMER, JOSIAH, Warser Gate, Nottingham, Innkeeper Nottingham Pet July 18 Ord Aug 3

SIMMONDS, PHILIP ALFRED, Littlehampton, Stamer Brighton Pet July 23 Ord Aug 2

SKRAMMES, MARTIN GULBRANSEN, Queen Victoria st High Court Pet June 25 Ord Aug 3

STIMPSON, WILLIAM, Clapham rd, Brewer High Court Pet July 14 Ord Aug 2

STRINGER, HENRY, Balham, Stationer Wandsworth Pet Aug 3 Ord Aug 3

THORNHILL, JOSEPH, Chapel en le Frith, Derby Butcher Stockport Pet Aug 3 Ord Aug 3

TOD, JOHN, Rochdale, Innkeeper Rochdale Pet July 21 Ord Aug 3

TREHARNE, TREHARNE, Ponthir, nr Newport, Mon, Farmer Newport, Mon Pet Aug 4 Ord Aug 4

UNDERWOOD, JOHN WILLIAM, Nottingham, Grocer's Assistant Nottingham Pet Aug 3 Ord Aug 3

WALKER WILLIAM STEPHEN, Sheffield, Plumber Sheffield Pet July 18 Ord Aug 2

WATERS. SAMUEL, Camberwell rd High Court Pet July 13 Ord Aug 2

WHITE, SAMUEL, Leeds, Tailor's Presser Leeds Pet Aug 2 Ord Aug 2

WILLIAMS, WILLIAM, Bangor Bangor Pet Aug 3 Ord Aug 3

FIRST MEETINGS.

ASTLEY, BROTHERS, Dalmeney rd, Tufnell Park, Architects Aug 15 at 12 Bankruptcy bldgs, Carey st

BEAL, ALFRED HENRY, Conduit st, Estate Agent Aug 15 at 12 Bankruptcy bldgs, Carey st

BUTLER, GAMALIEL JAMES, Battersea Park rd, Grocer Aug 15 at 11 Bankruptcy bldgs, Carey st
COLLIER, WILLIAM, Bridgend, Glam, Tailor Aug 14 at 12.30 117, St Mary's st, Cardiff
CURTIS, HENRIETTA CHARLOTTE, Albemarle st Aug 16 at 11 Bankruptcy bldgs, Carey st
FRANKLIN, THOMAS, Sheffield, Licensed Victualler Aug 16 at 1 Off Rec, Figtree ln, Sheffield
GALLARD, WILLIAM JENKINSON, Northampton, Bank Cashier Aug 15 at 2 Off Rec, County Court bldgs, Sheep st, Northampton
GREENHALGH, JOSEPH, Westhoughton, Lancs, House Furnisher Aug 14 at 3 Off Rec, Exchange st, Bolton
GRIERSON, HAROLD, Gloucester sq, Hyde pk Aug 16 at 12 Bankruptcy bldgs, Carey st
HASLETT, ALFRED, Clapham, Contractor Aug 14 at 11.30 24, Railway app, London Bridge
HELLEN, ALBERT, Copford, Essex Aug 15 at 2 36, Princes st, Ipswich
HOWE, HENRY, Derby, Electrician Aug 14 at 12 Off Rec, 47, Full st, Derby
HUDSON, ARTHUR, Bradford, Furniture Dealer Aug 16 at 11 Off Rec, 31, Manor row, Bradford
ISMAN, C W, Ludgate hill, Solicitor Aug 16 at 11 Bankruptcy bldgs, Carey st
LINDSEY, JAMES JOHN, Leicester st, Leicester sq, Licensed Victualler Aug 16 at 2.30 Bankruptcy bldgs, Carey st
KEMP, ARTHUR G, Tottenham Court rd, Racehorse Owner Aug 15 at 2.30 Bankruptcy bldgs, Carey st
LAMB, JOHN WILLIAM, Tyne Dock, Durham, Grocer Aug 14 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
MACKAY, ANGUS REED HOUSTON, Loughton, Essex Aug 15 at 11 Bankruptcy bldgs, Carey st
MATTHEWMAN, NEWMAN JOHN, Forest Gate, Essex Aug 15 at 12 Bankruptcy bldgs, Carey st
MILLER, WILLIAM JAMES, Portland, Dorset, Builder Aug 14 at 1 The Crown Hotel, Weymouth
POWELL, HOWELL, Pontypridd, Contractor Aug 14 at 12 Off Rec, 135, High st, Merthyr Tydfil
ROADLEY, GEORGE, Leicester, Hosier Aug 15 at 12 Off Rec, 1, Berridge st, Leicester
ROLFE, FREDERICK JAMES, Brixton, Confectioner Aug 16 at 11 Bankruptcy bldgs, Carey st
SCAMELL, ALFRED WILLIAM, and WILLIAM ARCHER STAMMERS, Smethwick, Staffs, Builders Aug 16 at 11 174, Corporation st, Birmingham
SMITH, FEWSON, Hedon, Yorks, Joiner Aug 14 at 11 Off Rec, Trinity House ln, Hull
SMITH, WILLIAM, Leicester, Cabinet Maker Aug 16 at 12 Off Rec, 1, Berridge st, Leicester
STEAD, HOLMES, Llanelly Aug 15 at 11 Bankruptcy bldgs, Carey st
THOMPSON, RICHARD, Redcar, Yorks Aug 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
TIBBITTS, ISAAC, Birmingham, Fruiterer Aug 16 at 12 174, Corporation st, Birmingham
WILLIAMS, SARAH ANN, Chepstow, Mon, Grocer Aug 15 at 12 Westgate chmbrs, Newport, Mon
WYLD, JOHN WALTER, Warwick st, Regent st Aug 16 at 2.30 Bankruptcy bldgs, Carey st

Amended notice substituted for that published in the London Gazette of Aug 1:

CLATWORTHY, JAMES, Bristol, General Wheelwright

ADJUDICATIONS.

BENTLEY, THOMAS, Wigan, Butcher Wigan Pet Aug 3 Ord Aug 3
BLAKEY, WILLIAM, Marske, nr Richmond, Yorks, Schoolmaster Northallerton Pet Aug 1 Ord Aug 1
DAVIES, WILLIAM, Elswick, Lancs, Farmer Preston Pet Aug 2 Ord Aug 2
FAULKNER, RICHARD, Leicester, Labourer Leicester Pet Aug 3 Ord Aug 3
HASKELL, WILLIAM, Bournemouth, Bootmaker Poole Pet Aug 2 Ord Aug 2
HELLEN, ALBERT, Copford, Essex Colchester Pet Aug 2 Ord Aug 2
KIDDLE, JAMES, Shirehampton, Glos, Master Wheelwright Bristol Pet July 30 Ord Aug 3
LEVIN, ISAAC LIALTER, Denton, Grocer Ashton under Lyne Pet July 9 Ord Aug 2
MANN, SETH, Mirfield, Fishmonger Dewsbury Pet Aug 2 Ord Aug 2
MUMFORD, EDGAR W, Scilly Islands, Cornwall, Box Manufacturer Truro Pet July 11 Ord Aug 2
PIMLOTT, PETER, Dudley Dudley Pet Aug 2 Ord Aug 2
RICHARDSON, ARTHUR SIBLEY, Leeds, Boot Factor Bradford Pet Aug 1 Ord Aug 1
STEAD, FRANK, Mirfield, Mason Dewsbury Pet July 19 Ord Aug 2
STRINGER, HENRY, High rd, Balham, Stationer Wandsworth Pet Aug 3 Ord Aug 3
THOMSON, WALLACE GALBRY, Selby, York, Manufacturer York Pet July 7 Ord Aug 2
THORNHILL, JOSEPH, Chapel en le Frith, Derby, Butcher Stockport Pet Aug 3 Ord Aug 3
UNDERWOOD, JOHN WILLIAM, Nottingham, Grocer's Assistant Nottingham Pet Aug 3 Ord Aug 3

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Law Society's Hall, Chancery-lane. June, 1898.